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CLERK US DISTRICT COURT DISTRICT OF NEVADA	
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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

U.S. BANK NA, SUCCESSOR TRUSTEE TO
BANK OF AMERICA, NA, SUCCESSOR IN
INTEREST TO LASALLE BANK, NA, ON
BEHALF OF THE REGISTERED HOLDERS OF
BEAR STEARNS ASSET BACKED
SECURITIES I LLC, ASSET-BACKED
CERTIFICATES, SERIES 2006-HE8, its
successors and/or assigns,

Plaintiffs,

vs.

ANTONIETA TOVAR-GUZMAN, ROBERT J.
STONE SR., and DOE OCCUPANTS 1
through X, inclusive

Defendants.

Joseph Eugene Pivo, individually and as a Sole
Beneficiary of Vice Roy United Nations Credit and
Commerce International Blind Trust
1853 Indian Bend Drive
Henderson, Nevada 89074
APN:178-17-911-009

Counterclaim Plaintiff

vs.

U.S. BANK NA, SUCCESSOR TRUSTEE TO
BANK OF AMERICA, NA, SUCCESSOR IN
INTEREST TO LASALLE BANK, NA, ON
BEHALF OF THE REGISTERED HOLDERS OF
BEAR STEARNS ASSET BACKED
SECURITIES I LLC, ASSET-BACKED
CERTIFICATES, SERIES 2006-HE8, its
successors and/or assigns,

Counterclaim Defendant

Case No. 2:16-cv-00445-MMD-CWH

**COUNTERCLAIM, CROSS-
CLAIM AND THIRD PARTY
COMPLAINT FOR FEDERAL
CIVIL RIGHTS VIOLATIONS OF
CIVIL RIGHTS ACT OF 1866**

1 vs.

2 ANTONIETA TOVAR-GUZMAN;)
 3 ROBERT STONE a/k/a ROBERT STONE;)
 4 Cross-Claim Defendants)

5 vs.

6 RONALD A. COLQUITT; individually and)
 7 severally;)
 8 MICHELLE WILSON; individually and severally;)
 9 SHAUNA S. BRENNAN, individually and)
 10 severally;)
 11 CBSK FINANCIAL GROUP, INC.;)
 12 CHICAGO TITLE;)
 13 MORTGAGE ELECTRONIC REGISTRATION)
 14 SYSTEMS, INC.; A/K/A MERS;)
 15 MERSCORP HOLDINGS, INC.; A/K/A)
 16 MERSCORP, INC.;)
 17 ALDRIDGE PITE, LLP;)
 18 REBECCA P. KERN, individually and severally;)
 19 Does 1-100 inclusive;)
 20 Third Party Defendants)

21 Counterclaim, Cross-Claim and Third Party Plaintiff, Joseph Eugene Piovo, (hereinafter
 22 “Joseph Eugene Piovo”, “Piovo” or “Plaintiff”) Golden Age Senior Citizen complains against all
 23 named and unnamed parties hereto and alleges as follows:

24 **STANDARD OF REVIEW FOR UNREPRESENTED LITIGANT’S PLEADINGS**

25 Piovo's pleadings are requested to be construed by “less stringent standards”. See *Haines*
 26 *v. Kerner*, 404 U.S. 519-20, (1972). Unrepresented litigant should be given a reasonable
 27 opportunity to remedy defects in his [or her] pleadings if the factual allegations are close to
 28 stating a claim for relief. *Hall v. Bellmon*, 935 F.2d 1106, 1110 (10th Cir. 1991). Accordingly
 such pleadings should be held to a less stringent standard than those drafted by licensed,
 practicing attorneys. Implicit in the right of self representation is an obligation on the part of any

1 court to make reasonable allowances to protect *unrepresented* litigants from inadvertent
 2 forfeiture of important Rights because of any lack of formal legal training. See Traguth v. Zuck,
 3 710 F.2d 90, 95 (2nd Cir. 1983); Hoffman v. U.S., 244 F.2d 378, 379 (9th Cir. 1957); Darr v.
 4 Burford, 339 U.S. 200 (1950).

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 6 In Puckett v. Cox, it was held that a unrepresented litigant's complaint requires a less
 7 stringent reading than one drafted by a lawyer (456 F2d 233 (1972 Sixth Circuit USCA) said
 8 Justice Black in Conley v. Gibson. 355 U.S. 41 at 48(1957) "The Federal Rules rejects the
 9 approach that pleading is a game of skill in which one misstep by counsel may be decisive to the
 10 outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on
 11 the merits." According to rule 8(f) F.R.C.P. all pleadings shall be construed to do substantial
 12 justice. The Court also cited Rule 8(f) F.R.C.P., which holds that all pleadings shall be construed
 13 to do substantial justice.'

14 **NATURE OF THE ACTION**

15 **CIVIL RIGHTS CONSPIRACY: DEPRIVATION OF CIVIL RIGHTS**

16 **CIVIL RIGHTS ACT OF 1866, 14 STAT. 27 (A 1868 CONSTITUTIONALITY)**

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 18 Piovo's Complaint is based on the foremost importance of the Assessor's Parcel Number
 19 (APN). The APN is the only legitimate judiciary notice and a Claim of Right Entitlement
 20 Identifier to Property Rights of Citizens. Hence, the APN Identifier is the underlying indisputable
 21 non controversial fact as to whether or not a Party has a Property Rights of Citizens benefit under
 22 Civil Rights Property Rights of Citizens; is whether that Party's name appears on the APN
 23 Documents, which indisputably without controversy entitles the Titled Party to the Civil Rights
 24 Property Rights of Citizens benefit. In order to determine whether a Party is entitled to a Civil
 25 Rights Property Rights of Citizens benefit, courts generally consider the terms under which the
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1 government has offered the benefit.

2 On or about March 9, 2006 to present Joseph Eugene Piovo's Property Rights of Citizens
3 are unlawfully deprived by Civil Rights Conspiracy Coconspirators named and unnamed herein
4 with the intent to and in furtherance thereof by concert of action of two or more Joint Interest
5 Principals Coconspirators cause Piovo to part with money and property by admitted under oath
6 conspiracy and theft, which egregiously placed Piovo against his will in harm's way by way of
7 theft whereas the Anti Civil Rights Joint Interest Principals Coconspirators the known and
8 unknown defendants stealing of Piovo's property identified as Assessor's Parcel Number 178-17-
9 911-009 (hereinafter "APN") whereas equal protection under the law automatically causes the
10 deprivation of Piovo's free flowing Civil Rights whereby Piovo is afforded equal protection under
11 the laws of the United States in particular the violations of Civil Rights Act of 1866 14 Stat. 27
12 (1866). The deprivation of and encroachment upon Piovo's indissoluble Civil Rights whereas
13 Equal Protection under the law and its *oneness intent* link each defendants' act(s) and laws to one
14 another and become inseparable by their indisputable least common denominator, Equal
15 Protection Under the Law, where defendants acts by their nature and scope and through
16 defendants' sworn under oath statements admitting to theft of Piovo's property and by defendants'
17 intentional conspiratorial misrepresentations and fraud as well as fraud upon the courts of the
18 State of Nevada and Federal court within the State of Nevada, are a continuous deprivation and
19 encroachment upon Piovo's Civil Rights and Equal Protection Under The Law which are afforded
20 to Joseph Eugene Piovo.

21 The Joint Interest Principals Civil Rights Conspiracy Coconspirators have engaged then
22 and continue to engage now through their concert of action and their knowing, willful and
23 wrongful intent agreement to steal Piovo's group of rights inhering in the Citizen's Piovo relations
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1 to the physical thing, as the right to possess, use and dispose of his property whereas with full
2 intent to and in furtherance thereof the recent filing of the fraudulent Unlawful Detainer action in
3 the Henderson Justice Court which included an attempt to forcefully remove Piovo from his
4 property on March 2, 2016.

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6 On June 4, 2009, Gregory A. Brower, The U.S. Attorney for the District of Nevada
7 through the Assistant U.S. Attorney Jeffrey T. Toa filed a criminal complaint against the herein
8 defendant ROBERT STONE (hereinafter "Stone" or "Robert Stone") case 2:09-cr-00216-jcm-pal
9 violation: 18 U.S.C. Section 371 violations and the same crimes Stone committed against other
10 homeowners for which he was prosecuted and is serving probation time. Stone and other
11 defendants violated, deprived and encroached then and continue to violate, deprive and encroach
12 now upon Piovo's Civil Rights Act of 1866 14 Stat. 27 (1866). All Joint Interest Principals
13 Coconspirators Civil Rights Conspiracy by concert of action did knowingly and willfully
14 combine, conspire, and agree with others known and unknown to Piovo, deprive Piovo the proper
15 Citizen, of his Civil Rights Act of 1866 14 Stat. 27 (1866).

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18 On or about December 2, 2015, Plaintiff U.S. BANK NA, SUCCESSOR TRUSTEE TO
19 BANK OF AMERICA, NA, SUCCESSOR IN INTEREST TO LASALLE BANK, NA, ON
20 BEHALF OF THE REGISTERED HOLDERS OF BEAR STEARNS ASSET BACKED
21 SECURITIES I LLC, ASSET-BACKED CERTIFICATES, SERIES 2006-HE8, its successors
22 and/or assigns (hereinafter (U.S. Bank")) filed complaint for EVICTION in the HENDERSON
23 JUSTICE COURT, Case Number 15CH003295, which was removed to this court on March 2,
24 2016.

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26 U.S. Bank did knowingly and willfully combine, conspire, and agree with others known
27 and unknown to Piovo to continue to defraud Piovo before and now defraud Piovo and the court
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1 in Henderson by intentionally naming Piovo as DOE OCCUPANT where in fact U.S. Bank knew
2 at all times that Piovo is an indispensable party who is in active litigation against U.S. Bank. U.S.
3 Bank intentionally failed to serve Piovo with the summons and complaint. On January 4, 2016,
4 U.S. Bank once again by fraudulent means obtained an ORDER FOR SERVICE BY
5 PUBLICATION, fraudulently claiming that named defendants (Robert J. Stone Sr. and Tovar-
6 Guzman) in the unlawful detainer action must be served by publication as their whereabouts are
7 unknown to U.S. Bank, where in fact U.S. Bank at all times knew that Tovar-Guzman is a
8 resident of California and is represented by a co defendant Shauna Brennan and U.S. Bank at all
9 times knew that Stone resides in the state of Utah and serving probation time there, U.S. Bank at
10 all times knew their addresses and that neither Robert J. Stone Sr. nor Tovar-Guzman are
11 occupants of Piovo's property, U.S. Bank at all times knew that Piovo is the lawful owner and
12 occupant of the property subject of this litigation. Once again the order for publication was never
13 served by U.S. Bank upon Piovo, Piovo is unaware when such publication took place and even if
14 it did it would not constitute proper service as U.S. Bank is aware of Piovo and knows where
15 Piovo is. U.S. Bank and Piovo are in active litigation for the past 8 years and at least 3 years in
16 the U.S. District court for the district of Nevada where Piovo as Plaintiff names U.S. Bank,
17 ANTONIETA TOVAR-GUZMAN and ROBERT STONE (as oppose to ROBERT J. STONE SR.
18 who is unknown to Piovo and is a fictitious party) inter alia are named defendants, the case is now
19 in the 9th Circuit court of Appeals. Case No. 15-15650 captioned Joseph Eugene Piovo v. Robert
20 Stone.
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22 Once a "JOHN DOE" defendant has been identified, the court can consider that
23 defendant's citizenship. See *Curry*, 462 F.3d at 541; *Doleac*, 264 F.3d at 476 n5.
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1 The Joint Interest Principals Coconspirators stole Piovo's Civil Rights Identification
2 Document(s) and Information Assessor Parcel Number (APN) with the intent to transfer both the
3 Title and Ownership of Joseph Eugene Piovo's Real Property, as is set out in Plain English within
4 the body of this Complaint as to what the Civil Rights Conspiracy Harm actually is, because a
5 lawful transfer to Joseph Eugene Plaintiff's APN Civil Rights Identification Document(s) and
6 Information shows the name of Vice Roy United Nations Credit and Commerce International
7 Blind Trust (hereinafter "Vice Roy Blind Trust") of which Piovo as the sole Beneficiary and
8 Grantor is the lawful and rightful Real Property Holder, to the contrary, in this Case in Chief
9 Piovo's Civil Rights APN Identification Document(s) and Information is stolen and fraudulently
10 transferred from Piovo's over to at least one of the Joint Principal Coconspirators herein, all Joint
11 Interest Principals Coconspirators did knowingly and willfully by means of false and fraudulent
12 pretenses, representations and misrepresentation, renders Beneficiary Piovo's Civil Rights
13 Identification Document(s) *Quintessential* and *Substantial* Anti Civil Rights being the *Essential*
14 *Element* and the object of the Civil Rights Conspiracy whereas the named and unnamed
15 Coconspirators use to place Piovo, the victim, in harm's way and at a material disadvantage, for
16 lack thereof his, inter alia, Civil Rights Guarantee of equal protection under the federal law.
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20 The Civil Rights Conspiracy Coconspirators by concert of action did knowingly and
21 willfully combine, conspire, and agree with others known and unknown to Piovo to commit Anti
22 Civil Rights Conspiracy Violations to steal Piovo's Civil Rights Identification Document(s) and
23 Information, in that the Civil Rights Conspiracy Coconspirators herein knowingly and willfully
24 combine, conspire, and agree with others to join in the *agreement to commit the Civil Rights*
25 *Conspiracy harm* to Vice Roy Blind Trust and its sole Beneficiary Piovo, whereas the Civil
26 Rights Conspiracy includes Direct Endorsement Lenders named herein, Chicago Title, U.S. Bank
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1 and other Joint Interest Principals influenced and led premeditated diabolical Anti Civil Rights
2 scheme and artifice with the intent to wrongfully deprive Piovo of his free flow of Civil Rights
3 Act of 1866 14 Stat. 27 (1866). The Civil Rights Act of 1866, 14 Stat. 27-30 enacted on April 9,
4 1866, was the first United States Federal Law to identify, describe, and define US citizenship and
5 affirmed that all citizens were equally protected under and by the law. After the Civil Rights Act
6 of 1866 had been enacted into law members of Congress voted for the Fourteenth Amendment in
7 order to eliminate doubts about the constitutionality of the Civil Rights Act of 1866.
8

9 Substantial Abilities of Federal Subject Matter Jurisdiction circumstantially stated in
10 substance and in part in their own words contained within the context and content within the body
11 of sworn statements made by coconspirators, Sworn Affidavits of Truths, that in substance and in
12 part pertains to acts constituting federal Civil Rights violations.
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14 The complaint is not a single claim against all Defendants but a ***Group of Rights*** claims
15 against each individual known at this time defendant. See, *United States v. General Motors Corp*
16 323 U.S. 378 (1945), the Supreme Court defined "property" as the ***Group of Rights*** inhering in
17 the citizen's relations to the physical thing, are substantial rights, as the right to possess, use and
18 dispose of it; it also deals with what lawyers term the individual's "interest" in the thing in
19 question; *The constitutional provision that is addressed to every sort of interest the citizen may*
20 *possess*; until the object of the conspiracy is attempted and or accomplished, all Coconspirators
21 commit the OVERT ACT. Piovo clearly states a claim upon which relief may be granted.
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24 Plaintiff seeks relief from this Court based upon his clearly stated and well supported
25 claim of violations under Deprivation of Civil Rights Civil Rights Act of 1866, 14 Stat. 27 (A
26 1868 Constitutionality).
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THE PARTIES

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1. Counterclaim, Cross-Claim and Third Party Plaintiff, Joseph Eugene Piovo (hereinafter, “Joseph Eugene Piovo”, “Plaintiff” or “Piovo”), is a Golden Age senior Citizen, the sole Beneficiary of Vice Roy United Nations Credit and Commerce International Blind Trust at all times relevant to this complaint has been a resident in real property located at 1853 Indian Bend Drive, Henderson, Nevada 89074, APN:178-17-911-009 with the legal description of:

Parcel (1)

Lot 9 in Block h A" of Amended Plat of Legacy Highlands, as shown by map thereof on file in Book 48 of Plats, Page 18 in the Office of the County Recorder of Clark County, Nevada,

Parcel (2);

A non-exclusive right of ingress, egress and enjoyment in, to and over those areas depicted as private drives, p.u.e. and common areas on the above described plat and as shown on the amended Official Plat of Lots 28 through 39 and 52 through 61, Block B of Legacy Highlands, as shown by map thereof on File in Book 50 of Plats, Page 58 and the amended Official Plat of Lots 16 through 19, Block A of Legacy Highlands, as shown by map thereof on File in Book 53 of Plats, page 13, in the Office of the County Recorder of Clark County, Nevada.

Assessor's Parcel No: 178-17-811-009.

Plaintiff is a lawful owner of the property. Plaintiff is the “Grantee” on a Grant Deed recorded on November 14, 2005, under Instrument No. 20051114-0005356, referencing APN 178-17-811-009, with the Clark County Recorder’s Office. The Grant Deed is incorporated herewith as **Exhibit A**. Piovo as an individual and as Beneficiary of Vice Roy Blind Trust and as such is a Real Party in Interest pursuant to Rule 17(a). Piovo is also possessor of the property, *when the possessor of property other than the owner sues for an invasion of the possessory interest he is the real party in interest*. Normally any beneficiary whose rights are threatened has standing to sue. Restatement 2d of Trusts §§ 197, 198, 199, 200 (1959); Unif. Trust Code § 1001, comment (2006); The definition of beneficiary, in this context, includes anyone with a vested or

1 contingent right to present or future distributions, including a reversionary interest. Restatement
2 3d of Trusts § 82 (2007); Piovo is a Settlor, a Settlor holding a power of revocation and,
3 generally, the donee of a power of appointment are also beneficiaries. Restatement 3d of Trusts
4 §§ 48, 49, 74 (2007); Unif. Trust Code § 103(3)(B) (2006); Halbach, *supra*, at 728-730. Piovo is
5 the Settlor of the Trust and as such under the Trust Agreement can collapse the Trust at any time
6 and revert the property to himself. Piovo is deprived of that right by the defendants in concert of
7 action in violation of Piovo's Civil Rights.
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9 2. Civil Rights Conspiracy Cross-Claim Defendant, ANTONIETA TOVAR-GUZMAN,
10 (hereinafter "Guzman" or "Tovar-Guzman"), a Civil Rights Coconspirator, deprives Plaintiff's
11 Federal Civil Rights which grants Plaintiff's claim for Federal jurisdiction upon which relief can
12 be granted, Tovar-Guzman acts as a straw buyer and participates together with Coconspirator
13 Robert Stone, Coconspirator Ronald Colquitt and others known and unknown Civil Rights
14 Conspiracy coconspirators conspire to deprive Plaintiff of his Civil Rights. Last known address
15 for Antonieta Tovar-Guzman is 1211 S. Merrill, Corona, California 92882. Tovar-Guzman admits
16 in her own *self incriminating* under oath sworn positive testimony an adjudicative fact, for which
17 the record speaks... in Plain English, that she participates as a straw buyer for which receives
18 \$3,000.00 to defraud Piovo of his Federal Civil Rights.
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21 3. Civil Rights Conspiracy Cross-Claim Defendant, ROBERT STONE as oppose to an
22 intentionally named, in an effort to commit fraud upon the court by U.S. Bank, a fictitious
23 defendant ROBERT J. STONE, SR. named in the unlawful detainer complaint (hereinafter
24 "Stone" or "Robert Stone") is a convicted felon, a coconspirator, who is charged and prosecuted
25 by the United States Attorney for the District of Nevada for conspiracy to defraud under 18
26 U.S.C. §371 and 18 U.S.C. §1344. The object of the conspiracy is for Stone and others to obtain
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1 money and property by fraudulently obtaining mortgages through straw buyers to purchase
2 houses in Nevada. Robert Stone is directly involved in similar scheme for which he is convicted,
3 Stone facilitates and perpetrates the purchase and sale of Plaintiff's property through a straw
4 buyer and others known and unknown Civil Rights Conspiracy coconspirators conspire to deprive
5 Plaintiff of his Civil Rights. Robert Stone official residence is 659 E. 660 North, Orem, UT
6 84091. Robert Stone violates Plaintiff's Federal Civil Rights which grants Plaintiff claim for
7 Federal jurisdiction upon which relief can be granted. The second amended complaint will be
8 served upon Stone at his currently known address at 659 E. 660 North, Orem, UT 84091. Stone's
9 indictment is incorporated herewith as **Exhibit B**.

11 4. Civil Rights Conspiracy Counterclaim Defendant, U.S. BANK NATIONAL
12 ASSOCIATION, AS TRUSTEE, SUCCESSOR IN INTEREST TO BANK OF AMERICA,
13 NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BANK
14 NATIONAL ASSOCIATION, AS TRUSTEE FOR CERTIFICATEHOLDERS OF BEAR
15 STERNS ASSET BACKED SECURITIES I LLC, ASSET BACKED CERTIFICATES, SERIES
16 2006-HE8, its successors and/or assigns (hereinafter "U.S. Bank") acts as a "Kingpin" in a Civil
17 Rights Conspiracy with sufficient intent to in furtherance thereof by concert of action of two or
18 more Joint Interest Principals Coconspirators cause Piovo and Government-Insured Financial
19 Enterprises to part with money involving any rights or obligations that arise from the Constitution
20 and/or other federal law indissoluble links itself to (1) Joseph Eugene Piovo, (2) Civil Rights Act
21 of 1866 14 Stat. 27 (1866). All such Civil Rights Conspiracy Coconspirators' related acts
22 committed in the past present and in the future by the Civil Rights Conspiracy membership,
23 and/or to be committed in the future by the past present and future membership all their related
24 past present and future federal acts shall be deemed to arise under Federal Law Civil Rights Act
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1 of 1866, 14 Stat. 27 (1866), Federal Jurisdiction ONLY. U.S. Bank together with other Civil
2 Rights Conspiracy Coconspirators conspired to deprive Plaintiff of his Civil Rights conspiracy
3 which resulted in theft of Plaintiff's APN in violation of Plaintiff's Civil Rights.

4 5. On or about September 16, 2013, U.S. Bank was served with a Notice of Pendency of
5 Action describing its own violations and the conspiracy by other Civil Rights Conspiracy
6 coconspirators, Civil Rights Conspiracy member and coconspirator U.S. Bank and their lawyers
7 failed to formally withdraw and continue to participate in the conspiracy and Plaintiff's Civil
8 Rights violations with others known and unknown Civil Rights Conspiracy coconspirators
9 conspire to deprive Plaintiff of his Civil Rights. U.S. Bank is a national banking association
10 whose articles of association designate 425 Walnut Street, Cincinnati, OH 45202 as the location
11 of its main office. U.S. Bank claims an interest in the Plaintiff's property.
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14 6. Civil Rights Conspiracy Third Party Defendant, RONALD A. COLQUITT, (hereinafter
15 "Colquitt" or "Ronald Colquitt") a Civil Rights Conspiracy Coconspirator, an attorney in
16 Henderson Nevada, Nevada Bar Number 4953, currently practicing law in the State of Nevada,
17 violates Plaintiff's Federal Civil Rights which grants Plaintiff's claim for Federal jurisdiction
18 upon which relief can be granted, Colquitt is directly involved in the scheme and conspiracy
19 between Stone, Guzman, Chicago Title and CBSK who is known as a "Direct Endorsement
20 Lender", and others known and unknown Civil Rights Conspiracy coconspirators conspire to
21 deprive Plaintiff of his Civil Rights. Last known address for Ronald Colquitt is 321 S. Casino
22 Center, Las Vegas, NV 89101.
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25 7. Civil Rights Conspiracy Third Party Defendant, Michelle Wilson (hereinafter "Wilson" or
26 "Michelle Wilson") is a real estate appraiser, a coconspirator, violated Plaintiff's Federal Civil
27 Rights which grants Plaintiff's claim for Federal jurisdiction upon which relief can be granted,
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1 Wilson acts as Stone's agent, Wilson participated together with coconspirator Robert Stone, and
2 coconspirator Ronald Colquitt and others known and unknown Civil Rights Conspiracy
3 coconspirators conspire to deprive Plaintiff of his Civil Rights. Last known address for Michelle
4 Wilson is 1320 Fairchild St. Las Vegas, NV 89110.

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6 8. Civil Rights Conspiracy Third Party Defendant, SHAUNA BRENNAN, (hereinafter
7 "Brennan" or "Shauna Brennan") an attorney in Las Vegas Nevada, Nevada Bar Number 6235,
8 violated Plaintiff's Federal Civil Rights which grants Plaintiff's claim for Federal jurisdiction
9 upon which relief can be granted, Brennan is currently practicing law in the State of Nevada, is
10 directly involved in the scheme and conspiracy to cover up acts of Guzman and places Plaintiff in
11 fear through written *threat of a law suit* against Plaintiff.

12
13 9. Civil Rights Conspiracy Third Party Defendant, CBSK FINANCIAL GROUP, INC. DBA
14 AMERICAN HOME LOANS (hereinafter "CBSK") is a "Direct Endorsement Lender" violates
15 Plaintiff's Civil Rights which grants Plaintiff's claim for Federal jurisdiction.

16 CBSK acts as a "Kingpin" in a Civil Rights Conspiracy with sufficient intent to in
17 furtherance thereof by concert of action of two or more Joint Interest Principals Coconspirators
18 cause Piovo and Government-Insured Financial Enterprises to part with money involving any
19 rights or obligations that arise from the Constitution and/or other federal law indissoluble links
20 itself to (1) Joseph Eugene Piovo, (2) Civil Rights Act of 1866 14 Stat. 27 (1866). All such Civil
21 Rights Conspiracy Coconspirators' related acts committed in the past present and in the future by
22 the Civil Rights Conspiracy membership, and/or to be committed in the future by the past present
23 and future membership all their related past present and future federal acts shall be deemed to
24 arise under Federal Law Civil Rights Act of 1866, 14 Stat. 27 (1866), Federal Jurisdiction ONLY.
25 CBSK together with Civil Rights Conspiracy Coconspirator Chicago Title participated together
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1 with Civil Rights Conspiracy Coconspirators Guzman, Colquitt and others known and unknown
2 Civil Rights Conspiracy Coconspirators conspired to deprive Plaintiff of his Civil Rights.

3 CBSK as a mortgage lender was conducting residential mortgage lending and/or servicing
4 of loans. CBSK approved the loan to a Civil Rights Conspiracy Coconspirator Guzman that
5 resulted in the theft of Plaintiff's APN in violation of Plaintiff's Civil Rights. The last known
6 corporate address for CBSK is 17991 Cowan, Irvine, CA 92614. No known Registered Agent
7 exists for CBSK. California Secretary of State Website printout is incorporated herewith as
8 **Exhibit C**. On October 9, 2007, Pursuant to Section 50319 of California Financial Code, Preston
9 Dufauchard, California Corporations Commissioner issued an Order to CBSK to Discontinue
10 Residential Mortgage Lending and/or Servicing Activities. The order is incorporated herewith as
11 **Exhibit D**. And on November 5, 2007, California Corporations Commissioner issued an Order
12 Summarily Revoking CBSK lending/servicing license. The order is incorporated herewith as
13 **Exhibit E**. In addition Nevada Secretary of State permanently revoked CBSK as well. CBSK
14 claims an interest in the Plaintiff's property through a recorded Deed of Trust given to CBSK by
15 Tovar-Guzman. The recorded Deed of Trust is incorporated herewith as **Exhibit F**. The complaint
16 will be served upon two known officers of CBSK, one CHARLES "BRENT" MCELWEE,
17 President and CYNTHIA MCELWEE, Secretary residing at 26121 Calle Roberto, San Juan
18 Capistrano, CA 92675-3059.

19 10. Civil Rights Conspiracy Third Party Defendant, CHICAGO TITLE, (hereinafter "Chicago
20 Title") a Coconspirator, violated Plaintiff's Federal Civil Rights which grants Plaintiff a claim for
21 Federal jurisdiction. Chicago Title acts as another "Kingpin" in a Civil Rights Conspiracy with
22 sufficient intent to in furtherance thereof by concert of action of two or more Joint Interest
23 Principals Coconspirators cause Government-Insured Financial Enterprises to part with money
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1 involving any rights or obligations that arise from the Constitution and/or other indissoluble
2 federal law links itself to (1) Joseph Eugene Piovo, (2) Civil Rights Act of 1866 14 Stat. 27
3 (1866) to further the purpose to defraud Piovo of certain Substantial Civil Rights.

4 Chicago Title acts as a Substantial part of the Civil Rights Conspiracy with sufficient
5 intent to further the purpose of the Interstate Conspiracy, Chicago Title participated together with
6 Civil Rights Conspiracy coconspirators CBSK, Colquitt, Guzman and others known and unknown
7 Civil Rights Conspiracy coconspirators conspire to deprive Plaintiff of his Civil Rights. Chicago
8 Title conspiracy resulted in theft of Plaintiff's APN in violation of Plaintiff's Civil Rights.
9 Chicago Title an Illinois corporation with its principal place of business located at 601 Riverside
10 Ave. Jacksonville, FL 32204. Chicago Title Registered Agent is the CT Corporation System,
11 located at 208 So. LaSalle St. Suite 814, Chicago, IL 60604.

14 11. Civil Rights Conspiracy Third Party Defendant, Mortgage Electronic Registration System,
15 Inc. ("MERS") a Coconspirator, violated Plaintiff's Federal Civil Rights which grants Plaintiff a
16 claim for Federal jurisdiction. MERS acts as another "Kingpin" in a Civil Rights Conspiracy with
17 sufficient intent to in furtherance thereof by concert of action of two or more Joint Interest
18 Principals Coconspirators cause Government-Insured Financial Enterprises to part with money
19 involving any rights or obligations that arise from the Constitution and/or other indissoluble
20 federal law links itself to (1) Joseph Eugene Piovo, (2) Civil Rights Act of 1866 14 Stat. 27
21 (1866) to further the purpose to defraud Piovo of certain Substantial Civil Rights. MERS is a
22 national registry that tracks the ownership and servicing rights of its members in residential
23 mortgage loans. There are over 6,300 members of MERS. MERS is a wholly-owned subsidiary
24 and a alter ego of defendant MERSCORP, Inc. MERS also is a Delaware corporation with its
25 principal place of business located at 1818 Library Street, Suite 300, Reston, Virginia 20190. For
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1 the purposes of this pleading, reference to MERS includes reference to MERSCORP, Inc., MERS
2 registered agent is the Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware
3 19801.

4 12. Civil Rights Conspiracy Third Party Defendant, MERSCORP HOLDINGS, INC., a/k/a
5 MERSCORP, Inc. ("MERSCORP") is an Alter Ego of MERS, MERSCORP, for the purposes of
6 this pleading, reference to MERSCORP includes reference to MERS, through its alter ego MERS
7 violated Plaintiff's Federal Civil Rights which grants Plaintiff a claim for Federal jurisdiction,
8 acted with sufficient intent in furtherance thereof by concert of action of two or more Joint
9 Interest Principals Coconspirators cause Government-Insured Financial Enterprises to part with
10 money involving any rights or obligations that arise from the Constitution and/or other
11 indissoluble federal law links itself to (1) Joseph Eugene Piovo, (2) Civil Rights Act of 1866
12 Stat. 27 (1866) to further the purpose to defraud Piovo of certain Substantial Civil Rights.
13 MERSCORP acts in a Civil Rights Conspiracy with sufficient intent to further the purpose of
14 Civil Rights Conspiracy MERSCORP participated together with other Civil Rights Conspiracy
15 Coconspirators known and unknown to deprive Plaintiff of his Civil Rights. MERSCORP is a
16 Delaware corporation with its principal place of business located in Vienna, Virginia.
17 MERSCORP's registered agent is the Corporation Trust Company, 1209 Orange Street,
18 Wilmington, Delaware 19801.

19 13. Civil Rights Conspiracy Third Party Defendant ALDRIDGE PITE, LLP, (hereinafter
20 "Aldridge Pite") a Coconspirator, violated Piovo's Federal Civil Rights by filing fraudulent
21 detainer complaint in Henderson Justice Court together with Third Party Defendant U.S. Bank in
22 a Civil Rights Conspiracy with sufficient intent to in furtherance thereof by concert of action of
23 two or more Joint Interest Principals Coconspirators, which grants Piovo a claim for Federal
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jurisdiction, cause Piovo to part with money and property by involving any rights or obligations that arise from the Constitution and/or other indissoluble federal law links itself to (1) Joseph Eugene Piovo, (2) Civil Rights Act of 1866 14 Stat. 27 (1866) to further the purpose to defraud Piovo of certain Substantial Civil Rights. Aldridge Pite, LLP is Georgia Limited Liability Partnership located at 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, with a registered agent in Nevada The Corporation Trust Company Of Nevada at 701 S. Carson St Ste 200, Carson City, Nevada 89701. Aldridge Pite disguised the complaint as a controversy between an alleged landlord and tenant where no such relationship exists, and the actual controversy is regarding Piovo's Title rights under GRANT BARGAIN AND SALE DEED dated November 3, 2005, the conspiracy and theft of which in violation of Piovo's Civil Rights Act of 1866 grants United States District Court For The District Of Nevada original jurisdiction in this instant civil action.

14. Civil Rights Conspiracy Third Party Defendant REBECCA P. KERN, (hereinafter "Kern") a Coconspirator, violated Plaintiff's Federal Civil Rights by filing fraudulent detainer complaint in Henderson Justice Court together with Third Party Defendant Aldridge Pite and Third Party Defendant U.S. Bank in a Civil Rights Conspiracy with sufficient intent in the course of and in furtherance thereof to advance the aim of the joint interest conspiracy against rights by concert of action of two or more Joint Interest Principals Coconspirators, which grants Piovo a claim for Federal jurisdiction, cause Piovo to part with money and property by involving any rights or obligations that arise from the Constitution and/or other indissoluble federal law links itself to (1) Joseph Eugene Piovo, (2) Civil Rights Act of 1866 14 Stat. 27 (1866) to further the purpose to defraud Piovo of certain Substantial Civil Rights. Kern disguised the complaint as a controversy between an alleged landlord and tenant where no such relationship exists, and the

1 actual controversy is regarding Piovo's Title rights under GRANT BARGAIN AND SALE
2 DEED dated November 3, 2005, the conspiracy and theft of which in violation of Piovo's Civil
3 Rights Act of 1866 grants United States District Court For The District Of Nevada original
4 jurisdiction in this instant civil action.

5 15. Whenever an act or omission of a corporation or business entity is alleged in this
6 Complaint, the allegation shall be deemed to mean and include an allegation that the corporation
7 or business entity acts or omits to act through its authorized officers, directors, agents, servants,
8 and/or employees, acting within the course and scope and or abuse of their duties, that the act or
9 omission is authorized by corporate managerial officers or directors, and that the act or omission
10 is ratified by the officers and directors of the corporation or business entity, where so reasonably
11 stated, implied and/or inferred.
12

13
14 Any allegation about acts of any corporate or other business Civil Rights Conspiracy
15 coconspirator means that the corporation or other business did the acts alleged through its
16 officers, directors, employees, agents and/or representatives while they are acting within the
17 actual or ostensible scope of or abuse of their authority where so reasonably stated, implied and/or
18 inferred.
19

20 At all relevant times, Civil Rights Conspiracy coconspirators commit the acts, cause or
21 direct others to commit the acts, or permit others to commit the acts alleged in this complaint. At
22 all relevant times, Civil Rights Conspiracy Coconspirators know or realize that they are engaging
23 in or planning to engage in the violations of the laws, the laws of the United States, and Plaintiff's
24 Civil Rights alleged in this Complaint.
25

26 Knowing or realizing that Civil Rights Conspiracy Coconspirators are engaging in or
27 planning to engage in unlawful Civil Rights conspiracy, Civil Rights Conspiracy Coconspirators
28

1 nevertheless engage in and/or facilitate the commission of those unlawful acts. Civil Rights
2 Conspiracy Coconspirators intend to and do engage in and/or encourage, facilitate, and/or assist in
3 the commission of the unlawful acts, and thereby commit and/or aid and abet others in the
4 unlawful Civil Rights conspiracy.

5 **JURISDICTION AND VENUE**

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7 16. This Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1331. Federal
8 “The district courts shall have original jurisdiction of all civil actions arising under the
9 Constitution, laws, or treaties of the United States.” 28 U.S.C. § 1331, and is one which may be
10 removed to this Court by defendant pursuant to the provisions of 28 U.S.C. §1441(a) in that it
11 arises under the basis of federal question jurisdiction.

12
13 17. This Court has original jurisdiction pursuant to a positive law Civil Rights Act of 1866 14
14 Stat. 27 (1866). Removal is based on a claim “arising under” federal law, Civil Rights Act of
15 1866, 14 STAT. 27. Piovo has an unconditional right to intervene by a Federal statute; and
16 pursuant to Fed. R. Civ. P. Rule 24(a)(2) has a claim and interest in the same property and
17 transaction that is the subject of the instant action and have an obligation to protect his interest.

18
19 18. This Court has personal jurisdiction over Civil Rights Conspiracy Defendant(s) and venue
20 in this judicial district is proper pursuant to 28 U.S.C. § 1391(b), because a substantial part of the
21 events or omissions and Civil Rights Conspiracy violations give rise to the Plaintiffs' claims
22 occur, committing a acts inside Nevada or outside of Nevada causing injury within Nevada.

23
24 19. Venue is also proper in this district under 28 U.S.C. §1441(a) because this district and
25 division embrace the place where the removed action has been pending.

26 **PERTINENT LAW AND UNDISPUTED FACTS**

27
28

20. The sequence of the Object of the Civil Rights Conspiracy as set out below in Plain English, inter alia, is...

Pertinent Law

21. Civil Rights Act of 1866 14 Stat. 27.

THIRTY-NINTH CONGRESS. Sess. I. Ch. 31. 1866.

CHAP. XXXI. — *An Act to protect all Persons in the United States in their Civil Rights, and furnish the Means of their Vindication.*

“Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That all persons born in the United States and not subject to any foreign power, excluding Indians not taxed, are hereby declared to be citizens of the United States; and such citizens, of every race and color, without regard to any previous condition of slavery or involuntary servitude, except as a punishment for crime whereof the party shall have been duly convicted, shall have the same right, in every State and Territory in the United States, to make and enforce contracts, to sue, be parties, and give evidence, to inherit, purchase, lease, sell, hold, and convey real and personal property, and to full and equal benefit of all laws and proceedings for the security of person and property, as is enjoyed by white citizens, and shall be subject to like punishment, pains, and penalties, and to none other, any law, statute, ordinance, regulation, or custom, to the contrary notwithstanding.

Sec. 2. And be it further enacted, That any person who, under color of any law, statute, ordinance, regulation, or custom, shall subject, or cause to be subjected, any inhabitant of any State or Territory to the deprivation of any right secured or protected by this act, or to different punishment, pains, or penalties on account of such person having at any time been held in a condition of slavery or involuntary servitude, except as a punishment for crime whereof the party shall have been duly convicted, or by reason of his color or race, than is prescribed for the punishment of white persons, shall be deemed guilty of a misdemeanor, and, on conviction, shall be punished by fine not exceeding one thousand dollars, or imprisonment not exceeding one year, or both, in the discretion of the court.

SEC. 3. And be it further enacted, That the district courts of the United States, within their respective districts, shall have, exclusively of the courts of the several States, cognizance of all crimes and offences committed against the provisions of this act, and also, concurrently with the circuit courts of the United

1 States, of all causes, civil and criminal, affecting persons who are denied or
 2 cannot enforce in the courts or judicial tribunals of the State or locality where
 3 they may be any of the rights secured to them by the first section of this not; and
 4 if any suit or prosecution, civil or criminal, has been or shall be commenced in
 5 any State court, against any such person, for any cause whatsoever, or against any
 6 officer, civil or military, or other person, for any arrest or imprisonment,
 7 trespasses, or wrongs done or committed by virtue or under color of authority
 8 derived from this act or the act establishing a Bureau for the relief of Freedmen
 9 and Refugees, and all acts amendatory thereof, or for refusing to do any act upon
 10 the ground that it would be inconsistent with this act, such defendant shall have
 11 the right to remove such cause for trial to the proper district or circuit court in the
 12 manner prescribed by the "Act relating to habeas corpus and regulating judicial
 13 proceedings in certain cases," approved March three, eighteen hundred and sixty-
 14 three, and all acts amendatory thereof. **The jurisdiction in civil and criminal
 15 matters hereby conferred on the district and circuit courts of the United
 16 States shall be exercised and enforced in conformity with the laws of the
 17 United States**, so far as such laws are suitable to carry the same into effect; but
 18 in all cases where such laws are not adapted to the object, or are deficient in the
 19 provisions necessary to furnish suitable remedies and punish offences against
 20 law, the common law, as modified and changed by the constitution and statutes
 21 of the State wherein the court having jurisdiction of the cause, civil or criminal, is
 22 held, so far as the same is not inconsistent with the Constitution and laws of the
 23 United States, shall be extended to and govern said courts in the trial and
 24 disposition of such cause, and, if of a criminal nature, in the infliction of
 25 punishment on the party found guilty.

18
 19 SEC. 4. *And be it further enacted,* **Th at the district attorneys, marshals,**
 20 **and deputy marshals of the United States, the commissioners appointed by**
 21 **the circuit and territorial courts of the United States, with powers of**
 22 **arresting, imprisoning, or bailing offenders against the laws of the United**
 23 **States, the officers and agents of the Freedmen's Bureau, and every other**
 24 **officer who may be specially empowered by the President of the United**
 25 **States, shall be, and they are hereby, specially authorized and required, at the**
 26 **expense of the United States, to institute proceedings against all and every**
 27 **person who shall violate the provisions of this act, and cause him or them to**
 28 **be arrested and imprisoned, or bailed, as the case may be, for trial before**
such court of the United States or territorial court as by this act has
cognizance of the offence. And with a view to affording reasonable protection to
 all persons in their constitutional rights of equality before the law, without
 distinction of race or color, or previous condition of slavery or involuntary

1 servitude, except as a punishment for crime, whereof the party shall have been
2 duly convicted, and to the prompt discharge of the duties of this act, it shall be
3 the duty of the circuit courts of the United States and the superior courts of the
4 Territories of the United States, from time to time, to increase the number of
5 commissioners, so as to afford a speedy and convenient means for the arrest and
6 examination of persons charged with a violation of this act; and such
7 commissioners are hereby authorized and required to exercise and discharge all
8 the powers and duties conferred on them by this act, and the same duties with
9 regard to offences created by this act, as they are authorized by law to exercise
10 with regard to other offences against the laws of the United States.

11 SEC. 5. *And be it further enacted*, That it shall be the duty of all marshals
12 and deputy marshals to obey and execute all warrants and precepts issued under
13 the provisions of this act, when to them directed; and should any marshal or
14 deputy marshal refuse to receive such warrant or other process when tendered, or
15 to use all proper means diligently to execute the same, he shall, on conviction
16 thereof, be fined in the sum of one thousand dollars, to the use of the person upon
17 whom the accused is alleged to have committed the offence. And the better to
18 enable the said commissioners to execute their duties faithfully and efficiently, in
19 conformity with the Constitution of the United States and the requirements of this
20 act, they are hereby authorized and empowered, within their counties
21 respectively, to appoint, in writing, under their hands, any one or more suitable
22 persons, from time to time, to execute all such warrants and other process as may
23 be issued by them in the lawful performance of their respective duties; and the
24 persons so appointed to execute any warrant or process as aforesaid shall have
25 authority to summon and call to their aid the bystanders or posse comitatus of the
26 proper county, or such portion of the land or naval forces of the United States, or
27 of the militia, as may be necessary to the performance of the duty with which
28 they are charged, and to insure a faithful observance of the clause of the
Constitution which prohibits slavery, in conformity with the provisions of this
act; and said warrants shall run and be executed by said officers anywhere in the
State or Territory within which they are issued.

SEC. 6. *And be it further enacted*, That any person who shall knowingly
and wilfully obstruct, hinder, or prevent any officer, or other person charged with
the execution of any warrant or process issued under the provisions of this act, or
any person or persons lawfully assisting him or them, from arresting any person
for whose apprehension such warrant or process may have been issued, or shall
rescue or attempt to rescue such person from the custody of the officer, other
person or persons, or those lawfully assisting as aforesaid, when so arrested

1 pursuant to the authority herein given and declared, or shall aid, abet, or assist
2 any person so arrested as aforesaid, directly or indirectly, to escape from the
3 custody of the officer or other person legally authorized as aforesaid, or shall
4 harbor or conceal any person for whose arrest a warrant or process shall have
5 been issued as aforesaid, so as to prevent his discovery and arrest after notice or
6 knowledge of the fact that a warrant has been issued for the apprehension of such
7 person, shall, for either of said offences, be subject to a fine not exceeding one
8 thousand dollars, and imprisonment not exceeding six months, by indictment and
9 conviction before the district court of the United States for the district in which
10 said offence may have been committed, or before the proper court of criminal
11 jurisdiction, if committed within any one of the organized Territories of the
12 United States.

13
14 SEC. 7. *And be it further enacted*, That the district attorneys, the
15 marshals, their deputies, and the clerks of the said district and territorial courts
16 shall be paid for their services the like fees as may be allowed to them for similar
17 services in other cases ; and in all cases where the proceedings are before a
18 commissioner, he shall be entitled to a fee of ten dollars in full for his services in
19 each case, inclusive of all services incident to such arrest and examination. The
20 person or persons authorized to execute the process to be issued by such
21 commissioners for the arrest of offenders against the provisions of this act shall
22 be entitled to a fee of five dollars for each person he or they may arrest and take
23 before any such commissioner as aforesaid, with such other fees as may be
24 deemed reasonable by such commissioner for such other additional services as
25 may be necessarily performed by him or them, such as attending at the
26 examination, keeping the prisoner in custody, and providing him with food and
27 lodging during his detention, and until the final determination of such
28 commissioner, and in general for performing such other duties as may be
required in the premises; such fees to be made up in conformity with the fees
usually charged by the officers of the courts of justice within the proper district or
county, as near as may be practicable, and paid out of the Treasury of the United
States on the certificate of the judge of the district within which the arrest is
made, and to be recoverable from the defendant as part of the judgment in case of
conviction.

25 SEC. 8. *And be it further enacted*, That whenever the President of the
26 United States shall have reason to believe that offences have been or are likely to
27 be committed against the provisions of this act within any judicial district, it shall
28 be lawful for him, in his discretion, to direct the judge, marshal, and district
attorney of such district to attend at such place within the district, and for such

1 time as he may designate, for the purpose of the more speedy arrest and trial of
 2 persons charged with a violation of this act; and it shall be the duty of every
 3 judge or other officer, when any such requisition shall be received by him, to
 attend at the place and for the time therein designated.

4 SEC. 9. *And be it further enacted*, That it shall be lawful for the President
 5 of the United States, or such person as he may empower for that purpose, to
 6 employ such part of the land or naval forces of the United States, or of the militia,
 7 as shall be necessary to prevent the violation and enforce the due execution of
 this act.

8 SEC. 10. *And be it further enacted*, That upon all questions of law arising
 9 in any cause under the provisions of this act a final appeal may be taken to the
 10 Supreme Court of the United States.” [emphases added]

11
 12 22. On November 14, 2005 a Grant Bargain and Sale Deed is recorded wherein Robert Stone
 13 transfers the subject property for due consideration to VICE ROY UNITED NATIONS CREDIT
 14 AND COMMERCE INTERNATIONAL BLIND TRUST. The consideration for this transfer is
 15 paid and is shown on the Grant Bargain and Sale Deed. See Exhibit A.

16 **Undisputed Facts**

17 The Object of the Conspiracy is to deprive Joseph Eugene Piovo of Civil Rights

18
 19 23. On or about May 9, 2006 unbeknownst to Piovo and without Piovo’s authorization,
 20 knowledge or consent the Civil Rights Conspiracy Coconspirators did knowingly and willfully
 21 join in a wrongful agreement to stop the free flow of Piovo’s Civil Rights Identification
 22 Document(s) and Information the quintessential element thereof known as the APN, is what
 23 egregiously simultaneous to moment in time when the Civil Rights Conspiracy with sufficient
 24 intent in the course of and in furtherance thereof to advance the aim of the joint interest
 25 conspiracy against rights by concert of action coconspirators herein did knowingly and willfully
 26 transfer the stolen Piovo’s Civil Rights Identification Document(s) and Information APN did
 27
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1 knowingly and willfully join in the agreement to in furtherance thereof transfer Title and
 2 Ownership of Piovo's Real Property by false identification document knowing that such
 3 document was produced by means of false and fraudulent pretenses, and representations without
 4 lawful authority making the transfer void ab initio; the knowingly fraudulent Plaintiff's APN
 5 Civil Rights Identification Document(s) and Information APN theft did inherently wrongfully
 6 stole from Piovo his quintessential element that stops his free flowing Civil Rights, by the Civil
 7 Rights Conspiracy concert of action that unlawfully stops Piovo's free flow of Civil Rights and in
 8 particular Civil Rights Act of 1866 14 Stat. 27 (1866) to Piovo, did subject him to almost fatal
 9 heart attack in his then lawyer's office and having been told by the doctors that Piovo *has only*
 10 *three hours to live* as a result of the transfer and ensuing legal battle and threats of lawsuits as
 11 well as continuous cover up through over eight years of protracted litigation, and now another
 12 fraudulent act perpetrated by coconspirators by filing fraudulent unlawful detainer complaint in
 13 Henderson Justice Court whereby, coconspirators conspired to and did take action to forcefully
 14 remove Piovo from his property.

15
 16
 17 24. Piovo offers into evidence positive direct evidence in form of sworn under oath
 18 testimonies in compliance with the Federal Rules of Evidence Rule 104(b), whereby the
 19 relevancy of the evidence is conditioned upon the existence of a fact, and in compliance with the
 20 Federal Rules of Evidence Rule 801(c) to prove the truth of the matter asserted therein. The
 21 relevancy of the evidence is conditioned upon the existence of a fact, a *self incriminating* sworn
 22 positive testimony an adjudicative fact, for which the record speaks... in Plain English: Whereby
 23 within both the context and content thereof: the Unscrupulous Officer of the Court Attorney
 24 Ronald A. Colquitt willfully admits to and sets out in Plain English self incriminating Civil
 25 Rights, and he under oath without ambiguities incriminates the Joint Interest Principals Direct
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1 Endorsement Lenders, Chicago Title, Robert Stone, himself, Ronald A. Colquitt, along with other
2 Civil Rights Coconspirators by pointing out his and their voluntary willful joining in of the
3 Unlawful Civil Rights Conspiracy with an inherently wrongful complete blatant disregards for
4 the laws of the United States premeditated decision in joining in the Callous Agreement did
5 knowingly, and willfully combine, conspire, and agree along with the Joint Interest Principals
6 Coconspirators to deprive Piovo of his free flowing Civil Rights.
7

8 25. The instant Civil Rights Conspiracy was formed on or about May 09, 2006 by a now
9 convicted felon and a coconspirator Robert Stone who's address on May 09, 2006 is known to be
10 1416 Belmont Park Road, Oceanside, CA 92057, and now is known to be 659 E. 660 North,
11 Orem, UT 84091, who is charged and prosecuted by the United States Attorney for the District of
12 Nevada Case 2:09-cr-00216-JCM-PAL for conspiracy to defraud under 18 U.S.C. §371 and 18
13 U.S.C. §1344. The object of the conspiracy is for Stone and others to obtain money and property
14 by fraudulently obtaining mortgages through straw buyers to purchase houses in Nevada and
15 other states. The instant conspiracy following similar act whereby all Joint Interest Principals
16 Coconspirators with a callous indifference to suffering cold-blooded and indurate to Civil Rights
17 Conspiracy Laws and Laws of the United States, by concert of action the Civil Rights Conspiracy
18 severely and jointly all Joint Interest Principals coconspirators did knowingly and willfully
19 combine, conspire, and agree to devise a scheme and artifice to deprive Piovo by depriving him
20 thereof of his Civil Rights guarantees, by inter alia false and fraudulent pretenses, and
21 representations stopping Piovo free flow of Civil Rights Act of 1866 14 Stat. 27 (1866) by
22 transferring Plaintiff's APN and Real property to benefit the conspiracy.
23
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26 26. Coconspirator Ronald A. Colquitt, too, sets out in substance and in part, without
27 ambiguities in that all Joint Interest Principals join knowingly willfully and voluntarily in the
28

1 unlawful Civil Rights Conspiracy Agreement to, by permitted inference, deprive Piovo's Civil
2 Rights Identification Document(s) APN and Real property which to date continuous to place
3 Piovo in Civil Rights Violations Harm's way, for eight years and counting, then and now the Joint
4 Interest Principals and Coconspirators simultaneous therewith did knowingly and willfully by
5 means of fraudulently false pretenses and false representation willfully combine, conspire, and
6 agree with others known and unknown to Piovo, without his authority did successfully transfer
7 both the void ab initio Title and Ownership of now fraudulently reassigned by another Third Party
8 defendant MERS stolen Piovo's Civil Rights Identification Document(s) and Information APN
9 Real Property Ownership Identity, which simultaneously directly deprives him of his Civil Rights
10 protection, which places him at a Substantial, Essential and Material Disadvantage by depriving
11 him of the Civil Rights Act of 1866 14 Stat. 27 (1866), and equal protection under the laws of the
12 United States, when stopped Piovo's Civil Rights to make and enforce contracts, to sue, be
13 parties, and give evidence, to inherit, purchase, lease, sell, hold, and convey real and personal
14 property, and to full and equal benefit of all laws and proceedings for the security of person and
15 property, as is enjoyed by white citizens.

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17
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19 27. Civil Rights coconspirators and defendants herein, Robert Stone and Officer of the Court
20 attorney Ronald Colquitt, CBSK, Chicago Title, together with other known and unknown Civil
21 Rights Conspiracy coconspirators, knowingly and willfully conspire, to violate Plaintiff's Federal
22 Civil Rights and unlawfully transfer Plaintiff's property located at 1853 Indian Bend Drive,
23 Henderson, Nevada first to Robert Stone and immediately thereafter transfer it to coconspirator
24 Tovar-Guzman through but not limited to bank fraud, wire fraud, money laundering and mail
25 fraud. The false and recorded document states that coconspirator Ronald Colquitt is the trustee for
26 Vice Roy Blind Trust when **in fact Colquitt admits in his *self incriminating* sworn under oath**
27
28

1 positive testimony an adjudicative fact, for which the record speaks... in Plain English that
 2 he was not the trustee of Vice Roy Blind Trust at the time he made the transfer. Piovo offers
 3 into evidence positive direct evidence in form of sworn under oath testimonies in compliance with
 4 the Federal Rules of Evidence Rule 104(b), whereby the relevancy of the evidence is
 5 conditioned upon the existence of a fact, by offering the exhibits into evidence and in compliance
 6 with the **Federal Rules of Evidence Rule 801(c)** to prove the truth of the matter asserted therein.

7
 8 **Coconspirator Robert Stone**

9 28. Plaintiff alleges and incorporate by reference each of the preceding paragraphs as if fully
 10 set forth fully herein below.

11 29. On or about July 25, 2006, Robert Stone along with coconspirators Nevada State Bar
 12 Licensed Attorney Ronald A. Colquitt; Michelle Wilson; Antonieta Tovar-Guzman; under
 13 direction of "Kingpins" and Civil Rights Conspiracy Coconspirators Chicago Title and Direct
 14 Endorsement Lenders CBSK voluntarily willfully and intelligently joined in The Civil Rights
 15 Conspiracy by fraudulent pretenses, and representations that caused through the Clark County
 16 Recorder's Office to part Plaintiff's Real Property Identification Number in violation of both
 17 Civil Rights guarantee of equal protection under both the Civil Rights Act of 1866 14 Stat. 27
 18 (1866) then and now by continued Civil Rights Conspiracy of silence and cover up as a Civil
 19 Rights Conspiracy of Joint Interest Principals Coconspirators.

20
 21 By means of false and fraudulent pretenses and representations does not mention, discuss,
 22 or acknowledge the Civil Rights Conspiracy motivated by positive financial interest in group
 23 solidarity about the Civil Rights deprivation of Plaintiff's aforementioned Civil Rights, now the
 24 continued Civil Rights Conspiracy of silence within the courts is too a Civil Rights Conspiracy
 25 coconspirators voluntary, knowing, willful, inherently wrongful devise, scheme and artifice of
 26
 27
 28

1 Joint Interest Principals' intentional Obstruction of Piovo's Due Process, that did actually deprive
2 the Plaintiff of full and equal Civil Rights Benefits to inherit, purchase, lease, sell, hold, and
3 convey real property, whereas by concert of action said Civil Rights Conspiracy coconspirators
4 did unlawfully fraudulent transfer the stolen Piovo's Civil Rights Identification Document(s).

5 30. Stone knowingly receives Plaintiff's stolen property Plaintiff's APN via recorded deed
6 and immediately thereafter transfers Plaintiff's APN to coconspirator Tovar-Guzman.

7
8 31. The actions by coconspirator Stone listed herewith but not limited to, in concert with other
9 Civil Rights Conspiracy coconspirators known and unknown constitute deliberate violations of
10 Plaintiff's Civil Rights, in doing so committed acts violating federal law deprive the Golden Age
11 Senior Citizen Joseph Eugene Piovo of his United States Civil Rights Real Property Identification
12 Number APN afforded to all other citizens of the United States, however deprives Plaintiff who
13 has the same Civil Rights, in every State and Territory, as is enjoyed by white citizens, thereof
14 coconspirators by concert of action did by means of related false and fraudulent Representation
15 and Pretenses devise a Civil Rights Conspiracy scheme and artifice agreement to deprive the
16 Golden Age Senior Citizen Joseph Eugene Piovo of *inter alia* his Civil Rights Identification
17 Document(s) and Information, APN 178-17-811-009, as is Recorded with the Clark County
18 Recorder's Office, Las Vegas, Nevada, and such Joseph Eugene Piovo's indissoluble Civil Rights
19 Identification Documents and Information links Real Property asset to Joseph Eugene Piovo's
20 Property Rights of Citizens that was/then/is currently under the custody and control of Piovo.
21
22

23
24 Joint Interest Principals Civil Rights Conspiracy Coconspirators did fraudulently and
25 successfully transfer the Title and the Ownership and Joseph Eugene Piovo's Civil Rights
26 Identification Document(s) and Information APN 178-17-811-009 of the Real Property, thus
27 being the case then anything gained from the Civil Rights Conspiracy with sufficient intent in the
28

1 course of and in furtherance thereof to advance the aim of the joint interest conspiracy against
2 rights by concert of action, by voluntary and willful Civil Rights Conspiracy agreement is
3 illegally garnered.

4 The deed transferring Plaintiff's property from Vice Roy to Stone is recorded in the Clark
5 County Recorder's Office on August 3, 2006, under the instrument number 20060803-0003774
6 and is incorporated herewith as **Exhibit G**.

7
8 32. Robert Stone is directly involved in similar schemes for which he is convicted. Whereas,
9 on June 4, 2009, United States Attorney for the District of Nevada files Conspiracy charges
10 against Robert Stone. Stone is charged with 18 U.S.C. §371 knowingly and willfully combine,
11 conspire, and agree with others known and unknown Civil Rights Conspiracy Coconspirators to
12 commit Bank Fraud to defraud and obtain property under custody and control of federally-insured
13 financial institutions, by means of false and fraudulent pretenses, representation and promises in
14 violation of title 18, United States Code, Section 1344.
15

16 33. The Object of Government's Conspiracy charges against Stone included facts that
17 coconspirator Stone and others illegally obtained money and real property by fraudulently
18 obtaining mortgages through straw buyers to purchase houses in Nevada.
19

20 34. In the same fashion, in depravation of Pivo's Civil Rights Stone facilitated and
21 perpetrated the theft of Plaintiff's APN by unlawful purchase and sale of Pivo's Real property
22 through a straw buyer Tovar-Guzman and Civil Rights Conspiracy coconspirators Colquitt,
23 CBSK and Chicago Title.
24

25 **Coconspirator and an Officer of the Court Ronald Colquitt**

26 35. Plaintiff alleges and incorporate by reference each of the preceding paragraphs as if fully
27 set forth fully herein below.
28

1 36. On or about May 9, 2006, Nevada State Bar Licensed Attorney Ronald A. Colquitt Civil
 2 Rights Coconspirator voluntarily willfully and intelligently joined in the Joint Interest Principals
 3 Civil Rights Conspiracy Coconspirators by stealing Vice Roy Blind Trust/Piovo's Civil Rights
 4 APN and Real property through removal of stolen APN, did knowingly and willfully combine,
 5 conspire, and agree with others known and unknown to Piovo by means of fraudulently false
 6 pretenses and false representation an impersonation of being a Trustee of Piovo's Vice Roy Blind
 7 Trust in direct violation of simultaneous therewith the Rightful Civil Rights Act of 1866 14 Stat.
 8 27 (1866), did successfully transfer both the void ab initio Title and Ownership of the Related
 9 Vice Roy Blind Trust/Piovo, now fraudulently reassigned and stolen Piovo's Civil Rights
 10 Identification Document(s) and Information, Real Property Ownership Identity, is the deprivation
 11 of his Property Rights of Citizens Civil Rights by theft.

14 37. On August 28, 2007, Civil Rights coconspirator Colquitt testifies under oath in his own
 15 *self incriminating* sworn positive testimony an adjudicative fact, for which the record speaks... in
 16 Plain English and gives clear recollection of the events, Colquitt sworn under oath positive
 17 testimony is incorporated herewith as **Exhibit H**, Colquitt's personal participation and his
 18 empirical knowledge and voluntary willful and intelligently made under oath declarations are
 19 transcribed by a State of Nevada Certified Court Reporter. Plaintiff offers into evidence positive
 20 direct evidence in form of sworn under oath testimonies in compliance with the **Federal Rules of**
 21 **Evidence Rule 104(b)**, whereby the relevancy of the evidence is conditioned upon the existence
 22 of a fact, and in compliance with the **Federal Rules of Evidence Rule 801(c)** to prove the truth of
 23 the matter asserted therein.

26 Ronald A. Colquitt Sworn Testimony, Page 17, lines 20 thru 23;

27 A. I was put in position as trustee as noted by the lenders on that property. I was
 28 the only one that could get that property back out so Mr. Stone could refinance

1 his house...;

2 Ronald A. Colquitt Sworn Testimony, Page 33, lines 22 thru 25, Page 34 line 1 and 2;

3 Q. Did you have anything to do with the lender? You said the lender or mortgage
4 company, you spoke to them?

5 A. They needed to get the property out of the trust that had been put in there
6 without my knowledge and because...;

7 Ronald A. Colquitt Sworn Testimony, Page 34, lines 3 thru 14

8 Q. When you say "they" -

9 A. The title company that was handling the transaction, they needed to get the
10 property out of the trust that had been put in the trust. And the only one that
11 they would allow to do that was me because **I was the only one on any of the**
12 **documents listed as a trustee. And I explained to her that I had resigned in**
13 **November of the previous year. She said she didn't care**, they needed the
14 trust to place the property back to Mr. Stone so that their deal could go forward.
I did it got stiffed and closed my file." [bold emphases added]

15 Ronald A. Colquitt Sworn Testimony, Page 35, lines 2 thru 14;

16 Q. Did you talk to anybody at the title company?

17 A. **When I was approached to sign as trustee in May**, they had given the gal at
18 the title - I talked to a woman, I don't know her name, spoke with somebody
19 over there, and **that was when they explained to me that I needed to sign as**
20 **the trustee**. I said, but this trust doesn't exist. It's dry. It's dead. This is a dead
21 business deal.

22 Q. So you decided the best thing to do was to sign it?

23 A. I don't know that I decided the best thing to do was to sign it. **I signed it.**" [bold
24 emphases added]

25 38. Colquitt's voluntary, willful, knowing, intentional, wrongful, and inherently wrongful
26 omission of Chicago Title coconspirators identity, which is confirmed by the documents filed in
27 the records of Clarks county, is a willful omission with the intent to withhold vital and important
28 by means of false and fraudulent pretenses, and representations Obstructs Pivo's Due Process of
Law vital information, and such Due Process of Law Obstruction by the Joint Interest Principals
Led and Influenced conspiracy's code of silence to conceal the identity of all Civil Rights

1 Conspiracy Coconspirators, whereby the entire Joint Interest Principals Led and Influenced Civil
 2 Rights Conspiracy coconspirator is a protected unidentifiable group, wherein all Coconspirators
 3 herein did willfully, knowingly, voluntarily, intentionally, wrongfully, and inherently wrongfully
 4 combine, conspire, and agree with others known and unknown to Piovo to commit Obstruction of
 5 Piovo's Due Process, that is, to devise a Joint Interest Principals Led and Influenced scheme and
 6 artifice to steal and conceal by code of silence Vice Roy Blind Trust/Piovo's, Civil Rights Act of
 7 1866 14 Stat. 27 (1866) Civil Rights Identification Document(s) and Information APN, and
 8 subsequent to the Joint Interest Principals Led conspiracy did knowingly and willfully combine,
 9 conspire, and agree with others known and unknown to Piovo to commit fraud and to devise a
 10 scheme and artifice to defraud and to obtain money under the custody and control of federally-
 11 insured financial institutions, by means of false and fraudulent pretenses, representations and
 12 promises that would cause federally-insured financial institutions to part with money.
 13

14
 15 39. In fact, Colquitt testifies under oath in a *self incriminating* sworn positive testimony an
 16 adjudicative fact, for which the record speaks... in Plain English that he is not the trustee of Vice
 17 Roy Blind Trust and had no authority to act as a trustee when he signed the document transferring
 18 the property to Robert Stone, but confesses he did it anyway.
 19

20 40. Whereby he, Colquitt, the Officer of the Court, actually states in substance and in part that
 21 he and other Civil Rights Conspiracy coconspirators "Kingpins" and facilitators, themselves,
 22 along with other known and unknown Civil Rights Conspiracy coconspirators all with a blatant
 23 disregard for the law: the Lenders and Title Company by concert of action did not care if Colquitt
 24 is a Trustee or not, the named defendant Lenders and coconspirator Chicago Title with a blatant
 25 disregard for the law influenced and corrupted Colquitt to affix his signature to a falsified deed,
 26 and by concert of action transferred title and ownership of Plaintiff's real property without
 27
 28

1 authority of being Trustee of Vice Roy Blind Trust and with the assistance and direction of
2 coconspirator Chicago Title transferring the Plaintiff's property to coconspirator Stone in
3 violation of Plaintiff's Civil Rights.

4 41. Whereas Colquitt as an Officer of the Court admits, in this, his *self incriminating* sworn
5 under oath positive testimony that he did it, as a matter of fact, voluntarily willfully intelligently
6 and intentionally joined in their inherently wrongful agreement with the actual corrupt Lender -
7 CBSK and corrupt title company - Chicago Title along with others known and unknown Civil
8 Rights Conspiracy coconspirators with sufficient intent to further the purpose of the Interstate
9 Conspiracy.
10

11 42. Whereas, coconspirator Colquitt being an Officer of the Court while being influenced and
12 corrupted by the Lenders and the Title Company actually voluntarily intelligently willfully
13 intentionally with full knowledge wrongfully and inherently wrongfully knew that the best thing
14 to do is not to sign the falsified fabricated *void ab initio* document as Trustee, he, an Officer of the
15 Court signed it with a complete blatant disregards for the law and in deprivation of Piovo's Civil
16 Rights.
17

18 43. Whereas, coconspirator Colquitt affixed his intentional inherently wrongful signature, the
19 intended Actus Reus; the intended guilty act, the intended wrongful and inherently wrongful deed
20 which renders the actor(s) liable combined with the *mens rea* the blatant disregard for the law.
21

22 44. Whereas, coconspirator Colquitt breaches the Model Rules of Ethics, and/or Ethical Rules
23 and is part and partial by his own direct *self incriminating* sworn evidence of not giving a formal
24 withdrawal from the Civil Rights Conspiracy by acting in the commission of the Civil Rights
25 Conspiracy, voluntarily, knowingly, intentionally, wrongfully and inherently wrongfully commits
26 inter alia by illegal act, that is, to devise a Joint Interest Principals Led and Influenced scheme and
27
28

1 artifice to steal and conceal by code of silence Piovo's, Civil Rights Act of 1866 14 Stat. 27
 2 (1866), Civil Rights Identification Document(s) and Information APN, and subsequent to the
 3 Joint Interest Principals Led conspiracy knowingly and willfully combine, conspire, and agree
 4 with others known and unknown to Piovo to commit fraud, that is, to devise a scheme and artifice
 5 to defraud and to obtain money under the custody and control of federally-insured financial
 6 institutions, by means of false and fraudulent pretenses, representations and promises that would
 7 cause federally-insured financial institutions to part with money in Violation of Plaintiff's Federal
 8 Civil Rights.
 9

10 **Coconspirator Tovar-Guzman**

11 45. Plaintiff alleges and incorporate by reference each of the preceding paragraphs as if fully
 12 set forth fully herein below.
 13

14 46. Coconspirator Tovar-Guzman admits her involvement in her own *self incriminating* sworn
 15 testimony an adjudicative fact, for which the record speaks... in Plain English, dated August 2,
 16 2007, taken by Steven J. Karen, Plaintiff's counsel at the time. Tovar-Guzman testimony is
 17 incorporated herewith as **Exhibit J**.
 18

19 47. Whereas, coconspirator Tovar-Guzman to further the purpose of the Conspiracy, under
 20 direction of "Kingpins" and Civil Rights Conspiracy Coconspirators Chicago Title and Direct
 21 Endorsement Lenders CBSK voluntarily willfully and intelligently joined in The Civil Rights
 22 Conspiracy coconspirator by fraudulent pretenses, and representations that caused Plaintiff to part
 23 with Real Property Identification Number in violation of both Civil Rights guarantee of equal
 24 protection under both the Civil Rights Act of 1866 14 Stat. 27 (1866) then and now by continued
 25 Civil Rights Conspiracy of silence and cover up as a Civil Rights Conspiracy of Joint Interest
 26 Principals Coconspirators, that by means of false and fraudulent pretenses and representations
 27
 28

1 does not mention, discuss, or acknowledge the Civil Rights Conspiracy motivated by positive
2 financial interest and gain in group solidarity to deprive and encroach upon Plaintiff's Civil
3 Rights.

4 The continued Civil Rights Conspiracy of silence within the courts is too a Civil Rights
5 Conspiracy coconspirators voluntary, knowing, willful, inherently wrongful devise, scheme and
6 artifice of Joint Interest Principals' intentional Obstruction of Piovo's Due Process, from the Civil
7 Rights infringement due to stolen Vice Roy Blind Trust/Piovo's Civil Rights Identification
8 Document(s) and Information APN and Real property in violations of the Laws of the United
9 States and Civil Rights Act of 1866 14 Stat. 27 (1866) whereas Tovar-Guzman did actually
10 deprive the Plaintiff of full and equal Civil Rights Benefits to inherit, purchase, lease, sell, hold,
11 and convey real property, whereas by concert of action said Civil Rights Conspiracy
12 coconspirators did unlawfully fraudulently transfer the stolen Piovo's Civil Rights APN and
13 Ownership of Real property.
14

15
16 48. Coconspirator Tovar-Guzman to further the purpose of the Conspiracy, under direction of
17 "Kingpins" and Civil Rights Conspiracy Coconspirators Chicago Title and Direct Endorsement
18 Lenders CBSK voluntarily willfully and intelligently combine, conspire, and agree with others,
19 known and unknown to Piovo, to commit fraud, that is, to devise a scheme and artifice to defraud
20 and to obtain money under the custody and control of federally-insured financial institutions, by
21 means of false and fraudulent pretenses, representations and promises that would cause federally-
22 insured financial institutions to part with money.
23

24
25 49. Guzman admits under oath that she agreed to act as a straw buyer and acquired Plaintiff's
26 property through bank fraud and in deprivation of Piovo's Civil Rights.

27 50. Coconspirator Guzman in her own self incriminating sworn positive testimony admits that
28

1 she is involved in, however not limited to in violation of Civil Rights Act of 1866 14 Stat. 27
2 (1866), Civil Rights Identification Document(s) and Information APN and fraudulent transfer of
3 1853 Indian Bend Drive, Henderson, Nevada and wherein Tovar-Guzman transfers the Title and
4 Ownership of Plaintiff's property to herself and that she with full knowledge acts as a straw buyer
5 and receives \$3,000.00 cash from one Franco Chavez for her involvement.
6

7 Guzman testimony Page 39, Line 6 through 23:

8 Q. Did they promise anything out of this for you?

9 A. To me a week later, later, after I signed all the papers. they said to me they
were going to, like, thankful something.

10 Q. What do you mean thankful something? I

11 A. Well, that helped them.

12 Q. What were they going to give you?

13 A. Weil, eventually -- well, they were going to give me -- uh-huh. Yes. They gave
me \$3,000.

14 Q. Did they give you the \$3,000?

15 A. Not at that time. Later.

16 Q. At some point they gave you \$3,000?

17 A. Yes.

18 Q. When?

19 A. I do not remember.

20 Q. Was it in cash?

21 A. In cash."

22 Guzman deposition Page 40, line 20 through 25:

23 "Q. Okay. Let's talk about this \$3,000 for a moment. Who gave you the
\$3,000?

24 A. It was given by Franco Chavez, given to him by Aly.

25 Q. Franco Chavez handed you the money?

26 A. Yes, yes, through Aly, though."

27 Guzman deposition Page 72, line 10 through 19.

28 "Q. From what you described here, you got paid \$3,000, you signed a bunch of
papers without asking any questions involving the sale of a house, right? Is
that true?

A. If they received?

1 Q. I want you to first answer if what I've just said is true.

2 A. Uh-huh.

3 Q. Yes?

4 A. Yes.

5 51. As part of the crime of conspiracy and to further the purpose of the Conspiracy, under
6 direction of "Kingpins" and Civil Rights Conspiracy Coconspirators Chicago Title and Direct
7 Endorsement Lenders CBSK voluntarily willfully and intelligently joined in The Civil Rights
8 Conspiracy to devise a Joint Interest Principals Led and Influenced scheme and artifice to steal
9 and conceal by code of silence Piovos's, Civil Rights Act of 1866 14 Stat. 27 (1866).

10 On or about July 24, 2006, Tovar-Guzman agreed to borrow 680,000 from defendant
11 CBSK, unlawfully secured by Plaintiff's property. Two instruments are signed by Tovar-Guzman
12 on this date; (1) Adjustable Rate Note [hereafter Note] between Tovar-Guzman and CBSK. (2)
13 Deed of Trust between Tovar-Guzman and CBSK.

14 52. Coconspirator Guzman voluntarily willfully intelligently and intentionally joined in the
15 Civil Rights Conspiracy's inherently wrongful agreement with the actual corrupt Lender - CBSK
16 and corrupt Title company - Chicago Title along with others known and unknown Civil Rights
17 Conspiracy coconspirators with sufficient intent to further the purpose of the Interstate
18 Conspiracy.

19 53. Coconspirator Guzman admits in her sworn self incriminating positive testimony that
20 between the year 2004 and 2006 her income was around \$30,000.

21 Tovar-Guzman's testimony Page 24, Line 4 through Page 27 Line 19.

22 Q. Do you recall approximately how much your gross income was for 2006 that
23 you reported on your income taxes?

24 A. Let me try to think now. 2006, right? Let's see. Okay, I don't want you to
25 take just like that because, well, I do not remember exactly if in that
26 occasion, was the last time that I did taxes for Mary Kay. And that is when I
27 did something. But nothing else. From there on, if you check, you'll see bad
28 -- uh-huh.

1 Q. Listen carefully -
2 A. That is--
3 Q. Listen carefully to my question.
4 A. Okay.
5 Q. What was the amount, gross income that you filed as your income in
6 2006 tax return? Please give me your best estimate.
7 A. Okay, why are you asking me that?
8 Q. Once again, I'm here to ask the questions, you have to answer them.
9 A. I don't think it's logic for you to do it. It is what it is. Look-- I don't know if it's
10 correct that I can talk, but I need to -- if you're suing me for one house that I
11 purchased under a year recently, why are you asking for 2006 now?
12 Q. Once again, I'm going to ask you to answer the question. We're going to be
13 here a lot longer if you start asking me questions. I already told you, I'm not
14 going to answer your questions.
15 A. Exactly, I'm not too sure.
16 Q. Give me your best estimate.
17 A. I don't know if I -- 30,000. I don't know. That was my best year at Mary Kay.
18 Q. Let's go to the 2005 tax year. Give me your best estimate, what you filed as
19 your income on your tax return.
20 A. I do not remember. Truth is that, and I just cannot give you numbers.
21 Q. Was it more than 30,000?
22 A. No.
23 Q. Under 30,000?
24 A. I don't remember.
25 Q. You know it was not more than 30,000, though.
26 A. No.
27 Q. Are you all right?
28 A. Yes.
Q. Are you going to be okay or do you want to take a break?
A. No, let's continue, because I have to go back there.
Q. Ready?
A. Yes.
Q. 2004. I want your best estimate of the income reported of your taxes, and let's
start by asking, was it more than 30,000?
A. I do not remember.
Q. You don't know if it was more than 30,000?
A. I do not remember. That's the truth.
Q. You don't remember if it was less than 30,000?
A. If you wish, I can -- if you need copies, I can send you the copies of
every year that I've done.

1 Q. What's the most you ever made in a year?

2 A. The most that I made in one year is, like, 33,000. When I was at Mary Kay.

3 Q. What year was that?

4 A. I don't remember.

5 Q. Were you married at the time?

6 A. Yes.

7 Q. Bow much was your husband's income?

8 A. My husband's work is like sales. Sometimes rains, the customers don't want
9 because it's going to rain. And they don't want – they have their cars dean.

10 That's why we don't have something that you can say with certainly (sic) how
11 much money he makes.

12 Q. Does he have a car cleaning business as well?

13 A. Yes.

14 Q. And a carpet cleaning business?

15 A. Yes.

16 Q. What's the most that he's ever earned while you've been married for
17 the year?

18 A. I do not remember.

19 Q. More than 30,000?

20 A. No.

21 Q. Less than 30,000?

22 A. I just know that he has never made much. I was making more than him in
23 Mary Kay.”

24 54. In fact by her own admission Tovar-Guzman could never qualify for a \$680,000 loan.

25 55. For the purpose of this complaint prima facie evidence in the Clark County Recorder's
26 office makes it clear that coconspirator CBSK made a loan to Tovar-Guzman, by CBSK recording
27 a Deed of Trust given by Tovar-Guzman to CBSK. Coconspirator Tovar-Guzman admits
28 participation in the instant Civil Rights Conspiracy voluntarily and willfully agreed with other
members of the Civil Rights Conspiracy to intelligently join in the unlawful agreement to
voluntarily, willfully intentionally wrongfully, and inherently wrongfully to intelligently
knowingly defraud Piovo and federally-insured financial institutions and did so by unlawfully
transferring the Title and Ownership of Plaintiff's property to herself. Recorded Property Deed in
Guzman's name is incorporated herewith as **Exhibit K**

1 56. In the course of and in furtherance of the joint interest conspiracy Coconspirator Tovar-
2 Guzman through her attorney coconspirator Brennan admits that on April 6, 2012, Tovar-Guzman
3 files for Chapter 7 Bankruptcy protection under the name of Antonieta Tovar a/k/a Antonieta
4 Tovar Guzman; a/k/a Maria Antonieta Tovar; a/k/a Maria A Tovar. Case Number 6:12-bk-18702-
5 DS.

6
7 57. The original Bankruptcy Schedules were signed under penalty of perjury. Tovar-Guzman
8 filed petition for bankruptcy protection wherein Plaintiff's property is listed as Tovar-Guzman's
9 asset. Tovar-Guzman received full discharge *Infra jurisdictionem*...within the jurisdiction of
10 federal bankruptcy protection on July 20, 2012. The filing and the discharge, which included her
11 fraudulent theft of Plaintiff's APN and the Real property, when included in the fraudulent
12 bankruptcy filing necessarily involved the Federal Government and the Federal Government
13 Bankruptcy Division. Bankruptcy Court requires that petitioner submits all statements to be true
14 and under oath.

15
16 58. Whereas, coconspirator Tovar-Guzman affixed her intentional inherently wrongful
17 signature to the bankruptcy filing, the intended Actus Reus; the intended guilty act, the intended
18 wrongful and inherently wrongful deed which renders the actor liable combined with the *mens*
19 *rea* the blatant disregard for the law voluntarily, knowingly, intentionally, wrongfully and
20 inherently wrongfully commits *inter alia* by illegal act, that is, continues to participate in a Joint
21 Interest Principals Led and Influenced scheme and artifice to conceal by code of silence from the
22 bankruptcy court and Pivo the actual acts of Conspiracy in violation of bankruptcy rules and
23 Pivo's Civil Rights Act of 1866 14 Stat. 27 (1866), Civil Rights Identification Document(s) and
24 Information APN .

25
26
27 59. Pivo discovered the information about the Tovar-Guzman's bankruptcy filing from a
28

December 17, 2013 letter sent by Tovar-Guzman's counsel Shauna Brennan. Plaintiff asks the court to take *Judicial Notice* of the fact that Piovo was not informed about the bankruptcy nor was Plaintiff listed as Guzman's creditor, in fact Plaintiff could never be listed as Tovar-Guzman's creditor because Plaintiff never extended any form of credit to Tovar-Guzman. Any attempt to suggest that Plaintiff is Tovar-Guzman's creditor is hereby denied in its entirety, such attempt would only suggest that Plaintiff was somehow involved in the conspiracy to steal his own property.

60. Upon review of Tovar-Guzman Chapter 7 filing, Piovo discovered that nowhere in the filing and especially beginning with page 11 Schedule A through page 23 Piovo and/or Vice Roy Blind Trust is not listed as a creditor and as such were not notified of the filing.

61. Furthermore, pursuant to 11 U.S. Code § 523(a)(2)(A), Guzman bankruptcy discharge is not valid.

11 U.S. Code § 523 (a)(2)(A)- Exceptions to discharge

- (a) A discharge under section 727, 1141, 1228 (a), 1228 (b), or 1328 (b) of this title does not discharge an individual debtor from any debt—
 - (2) for money, property, services, or an extension, renewal, or refinancing of credit, to the extent obtained by—
 - (A) false pretenses, a false representation, or actual fraud, other than a statement respecting the debtor's or an insider's financial condition;

AND

Pursuant to 11 U.S. Code § 727(a)(4)(A) and (B) - Discharge

(a) The court shall grant the debtor a discharge, unless-

- (4) the debtor knowingly and fraudulently, in or in connection with the case-
 - (A) made a false oath or account;
 - (B) presented or used a false claim;

1 62. Coconspirator Tovar-Guzman continues her Civil Rights Conspiracy activity and made
2 false declaration in existent bankruptcy proceeding by claiming Plaintiff's property as her own
3 asset in furtherance of to illegally acquire and retain illegal ownership of Plaintiff's property; this
4 related federal act committed in the past present and in the future by the Civil Rights Conspiracy
5 member Tovar-Guzman, with a complete disregard for the Civil Rights Conspiracy Laws of the
6 United States and in violation of Piovo's Civil Rights and Specifically Civil Rights Act of 1866
7 14 Stat. 27 (1866) Civil Rights Identification Document(s) and Information APN.
8
9

10 63. The unlawful actions by coconspirator Tovar-Guzman listed herewith but not limited to, in
11 concert with other Civil Rights Conspiracy coconspirators known and unknown constitute
12 deliberate violations of Plaintiff's Civil Rights, Civil Rights Act of 1866 14 Stat. 27 (1866)
13 whereas Tovar-Guzman voluntarily, knowingly, intentionally, wrongfully and inherently
14 wrongfully commits *inter alia* by illegal act, that is, to participate in a Joint Interest Principals
15 Led and Influenced scheme and artifice to steal and conceal by code of silence Piovo's, Civil
16 Rights Act of 1866 14 Stat. 27 (1866), Civil Rights Identification Document(s) and Information
17 APN, and did knowingly and willfully combine, conspire, and agree with others known and
18 unknown to Piovo to commit fraud, and to participate in a scheme and artifice to defraud and to
19 obtain money under the custody and control of federally-insured financial institutions, by means
20 of false and fraudulent pretenses, representations and promises that would cause federally-insured
21 financial institutions to part with money in Violation of Piovo's Federal Civil Rights in doing so
22 commits acts violating federal law when Guzman illegally and unlawfully transfers title, and
23 transfers ownership of Piovo's Identification Document(s) and Information of Vice Roy Blind
24 Trust/Plaintiff's APN and ownership of Real property to herself.
25
26
27
28

Coconspirator Michelle Wilson

64. Plaintiff alleges and incorporate by reference each of the preceding paragraphs as if fully set forth fully herein below.

65. Coconspirator Michelle Wilson did knowingly and willfully combine, conspire, and agree with others known and unknown Civil Rights Conspiracy coconspirators did unlawfully act as Stone's "AGENT" to transfer the subject property at 1853 Indian Bend Drive, Henderson to coconspirator Stone. Wilson has signed under penalty of perjury and caused to be filed in the public record in the Clark County Recorder's Office a form styled "Declaration of Value" wherein Stone is listed as a Buyer (Grantee) and Wilson claimed to act in the Capacity of Grantee's Agent. Wilson acknowledged under penalty of perjury on the said "Declaration of Value" that "the information provided is correct..." and that ownership interest being transferred to coconspirator Stone amounts to 100%.

66. Whereas, coconspirator Wilson to further the purpose of the Conspiracy, acts by concert of action joined in the Civil Rights Conspiracy of the Lenders, Chicago Title Company, Colquitt, Stone, Tovar-Guzman and other known and unknown Civil Rights Conspiracy coconspirators with sufficient intent to further the purpose of voluntarily willfully and intelligently stealing of Pivo's Civil Rights Identification Document(s) and Information APN did knowingly and willfully by means of fraudulently false pretenses and false representation deprives Pivo of the Civil Rights Act of 1866 14 Stat. 27 (1866) by means of the stolen identification and deprives Pivo of Civil Rights, whereas Wilson did knowingly and willfully combine, conspire, and agree with others known and unknown to Pivo, without his authority did participate in successful transfer both the void ab initio Title and Ownership of Pivo's, now fraudulently reassigned stolen Identification Document(s) and Information APN, and Real Property ownership Identity.

67. Wilson's recorded Declaration of Value is incorporated herewith as **Exhibit I**.

Coconspirator and an Officer of the Court Shauna Brennan

68. Plaintiff alleges and incorporate by reference each of the preceding paragraphs as if fully set forth fully herein below.

69. Coconspirator Brennan aids and abets coconspirator Tovar-Guzman to further the purpose of the Interstate Conspiracy and Civil Rights Conspiracy's related federal acts deliberate violations of Plaintiff's Civil Rights, Civil Rights Act of 1866 14 Stat. 27 (1866), Civil Rights Identification Document(s) and Information APN, voluntarily, knowingly, intentionally, wrongfully and inherently wrongfully commits *inter alia* by illegal act, whereas, Brennan participates in a scheme and artifice to conceal by code of silence Piovo's, Tovar-Guzman acts and violations of Civil Rights Act of 1866 14 Stat. 27 (1866), and herself commits violations of Piovo's Civil Rights in the past present and in the future by becoming active member in the conspiracy.

70. Brennan falsely claims that Piovo knew about the Bankruptcy filing, where in fact first time Piovo found out about Tovar-Guzman bankruptcy filing was in a letter from Brennan dated December 17, 2013. However, even if Piovo was listed as a creditor, which he wasn't, Piovo nor Vice Roy Blind Trust are not now nor ever were Tovar-Guzman's creditor(s) under any definition. A thief cannot deliver good title to the bankruptcy court.

71. On or about December 17, 2013, coconspirator Brennan sent an extortionist threatening and intentionally misleading letter, incorporated herewith as **Exhibit L**, to Piovo, said letter states in pertinent part the following:

"Please be advised that Ms. Tovar-Guzman filed for Chapter 7 bankruptcy protection on April 6, 2012, and received a full discharge on July 20, 2012. I have verified that the property located at 1853 Indian Bend Drive Henderson, Nevada ("Property") was included in this bankruptcy filing. Consequently any causes of

1 action concerning Antonieta Tovar-Guzman's interest in and to this Property has
 2 been discharged under the Bankruptcy and any attempt to collect against her is a
 3 violation of Federal Bankruptcy protection. **Therefore demand is made that you**
 4 **immediately dismiss Antonieta Tovar-Guzman from the above-referenced**
 5 **lawsuit.”** [Bold emphases added]

6 72. Brennan, an Officer of the Court, a lawyer is tampering with evidence contained within
 7 Tovar-Guzman's sworn testimony when Tovar-Guzman and as her attorney Brennan threatens
 8 Piovo with a counter lawsuit, which instilled additional fear of a countersuit: In substance and in
 9 part Tovar-Guzman's lawyer's extortionist threat is: Therefore demand is made that you
 10 immediately dismiss Antonieta Tovar-Guzman from the above-referenced lawsuit, (that
 11 infers...and if you don't I'm going to sue you) which instilled additional fear of a further loss of
 12 monies to Piovo by a countersuit. If Piovo does not withdraw his lawsuit whereby Tovar-
 13 Guzman's perjured testimony, her sworn deposition, does not result in liability to Tovar-Guzman,
 14 she will consider offering whatever assistance she can, provided that it is not contrary to the
 15 current Bankruptcy discharge and does not result in liability to her.

16 73. Brennan's threat is to have Piovo let Tovar-Guzman, her client, off the hook; or Shauna
 17 Brennan, a third party, blows up the case. Piovo is wrongly deprived of adequate relief due when
 18 Brennan a third party interference and deprives Piovo of due process to legal remedies, when she
 19 voluntarily, knowingly, intentionally, willfully, wrongfully and inherently wrongfully makes an
 20 unlawful agreement to become a self incriminating victim of fraudulent pleadings, in order to
 21 clear title to the property and to that end Shauna Brennan – Tovar-Guzman's lawyer and Tovar-
 22 Guzman will consider offering whatever assistance they can, provided that Piovo's legal action is
 23 not contrary to Tovar-Guzman's current Bankruptcy discharge, and does not result in liability to
 24 her.

25 74. The third paragraph of the letter is clearly an attempt cover up the conspiracy and an offer
 26
 27
 28

1 to cover up coconspirator Tovar-Guzman's acts as well as admission of such acts.

2 "It appears that you are attempting to clear title to the Property and to that end my
3 client will consider offering whatever assistance she can, provided that it is not
4 contrary to the current Bankruptcy discharge and does not result in liability to her.
5 I am prepared to draft a Stipulation and Release of any interest in the property,
which should satisfy your objectives. Please contact my office to discuss options."

6 75. Brennan, by Tovar-Guzman's sworn testimony, knows of Tovar-Guzman's Sworn
7 Testimony whereby Brennan admits that Tovar-Guzman testified under oath that she is a straw
8 buyer through Franco Chaves for her to buy a house for Ali. Brennan knows or should know
9 about Stone's arrest and all known and unknown coconspirator's concert of action in Guzman's
10 purchase of the house and deprivation of Piovo's Civil Rights Act of 1866 14 Stat. 27 (1866).

11 76. Brennan's voluntary, willful, knowing, intentional, wrongful, and inherently wrongful
12 omission of Tovar-Guzman's acts and violations of Piovo's Civil Rights is a willful omission
13 with the intent to withhold vital and important information from the Bankruptcy court by means
14 of false and fraudulent pretenses, and extortionist misrepresentations to Piovo Obstructs Piovo's
15 Due Process of Law and conspiracy's code of silence continue to conceal deprivation and
16 violations by code of silence Piovo's, Civil Rights Act of 1866 14 Stat. 27 (1866).

17 77. Brennan, a lawyer and a bankruptcy lawyer at that, with full knowledge of 11 U.S.C. §
18 523 (a)(2)(A) and 11 U.S.C. § 727(a)(4)(A) and (B) voluntary, willful, knowing, intentional,
19 wrongful, and inherently wrongful participation in Piovo's Civil Rights deprivation is a willful
20 omission with the intent to withhold vital and important information from the Bankruptcy court
21 and the instant Federal court by means of false and fraudulent pretenses, and extortionist
22 misrepresentations and continuous cover up and Obstruction Piovo's Due Process of Law and
23 conspiracy's code of silence continue to conceal deprivation and violations by code of silence
24 Piovo's, Civil Rights Act of 1866 14 Stat. 27 (1866) and in order to continue such deprivation,
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1 cover up and violation of Piovo Civil Rights Brennan files without Piovo's consent or knowledge
2 the Release of Tovar-Guzman's Purported Interest in Piovo's property in the records of Clark
3 County Recorder's Office denying Piovo the due process to legal remedies. The release is
4 incorporated herewith as **Exhibit M**.

5 **Coconspirator CBSK**

6
7 78. Plaintiff alleges and incorporate by reference each of the preceding paragraphs as if fully
8 set forth fully herein below.

9 79. On or about July 24, 2006, coconspirator CBSK - Direct Endorsement Lender, did
10 knowingly, voluntarily, intelligently, willfully, combine, conspire, and agree with others known
11 and unknown Civil Rights Conspiracy coconspirators and did unlawfully act by approving the
12 loan to coconspirator Guzman, disregarding Federal and CBSK own underwriting requirements.

13
14 80. Whereas, coconspirator CBSK to further the purpose of the Conspiracy, known "Kingpin"
15 and Civil Rights Conspiracy Coconspirator and Direct Endorsement Lender CBSK voluntarily
16 willfully and intelligently joined in The Civil Rights Conspiracy coconspirator by fraudulent
17 pretenses, and representations that caused the Clark County Recorder's Office to part Plaintiff's
18 Real Property Identification Number APN in violation of both Civil Rights guarantee of equal
19 protection under both the Civil Rights Act of 1866 14 Stat. 27 (1866) then and now by continued
20 Civil Rights Conspiracy of silence and cover up as a Civil Rights Conspiracy of Joint Interest
21 Principals Coconspirators, that by means of false and fraudulent pretenses and representations
22 does not mention, discuss, or acknowledge the Civil Rights Conspiracy motivated by positive
23 financial interest in group solidarity of deprivation of Plaintiff's aforementioned Civil Rights,
24 now the continued Civil Rights Conspiracy of silence is too a Civil Rights Conspiracy
25 coconspirators voluntary, knowing, willful, inherently wrongful devise, scheme and artifice
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1 deprivation of Civil Rights and stolen Joseph Eugene Piovo's Civil Rights Identification
2 Document(s) and Information APN in violations of the Laws of the United States and Civil Rights
3 Act of 1866 14 Stat. 27 (1866), that did actually deprive the Piovo of full and equal Civil Rights
4 Benefits to inherit, purchase, lease, sell, hold, and convey real property, whereas by concert of
5 action said Civil Rights Conspiracy coconspirators did unlawfully fraudulent transfer the stolen
6 Piovo's Civil Rights Identification Document(s) and Information APN.
7

8 81. Pursuant to Colquitt's sworn testimony CBSK and Chicago Title prior to Tovar-Guzman's
9 closing of the loan contact coconspirator Colquitt to influence his actions to join the Civil Rights
10 Conspiracy.
11

12 82. CBSK directed another coconspirator Chicago Title to perform the closing of Tovar-
13 Guzman's loan. CBSK repeatedly violated Federal self-reporting requirements and kept
14 coconspirator Tovar-Guzman's loan a secret.
15

16 83. CBSK is responsible for all aspects of mortgage application, the property analysis, and the
17 underwriting of the loan. CBSK is responsible for employment of underwriters to evaluate
18 Guzman's credit characteristics, the adequacy and stability of Tovar-Guzman's income to meet
19 the periodic payments under the mortgage and all other obligations, and the adequacy of Tovar-
20 Guzman's available assets to close the transaction, and render the underwriting decision in
21 accordance with applicable regulations, policies and procedures. In addition, CBSK had to ensure
22 that its underwriters "had appraised the property in accordance with the underwriting standards
23 and requirements".
24

25 84. An attempt was made by unknown coconspirators to enter Piovo's property for the
26 purpose of conducting real estate appraisal. Plaintiff refused to allow said appraisal to take place
27 since plaintiff never requested one to be done, and asked two unknown coconspirators to leave the
28

1 property.

2 85. In her sworn under oath testimony coconspirator Tovar-Guzman admits that she only
3 made at most between 30,000 and 33,000 dollars a year upon issuance of the loan clearly
4 indicative pursuant to Federal guidelines such salary would not qualify Tovar-Guzman for a loan
5 in the amount of \$680,000.
6

7 86. On October 9, 2007, Pursuant to Section 50319 of California Financial Code, Preston
8 Dufauchard, California Corporations Commissioner issued an Order to CBSK to Discontinue
9 Residential Mortgage Lending and/or Servicing Activities. The order is incorporated herewith as
10 **Exhibit D.** And on November 5, 2007, California Corporations Commissioner issued an Order
11 Summarily revoking CBSK lending/servicing license. The order is incorporated herewith as
12 **Exhibit E.** In addition Nevada Secretary of State permanently revoked this coconspirator as well.
13 CBSK claims an interest in the Plaintiff's property through a recorded Deed of Trust given to
14 CBSK by coconspirator Tovar-Guzman. The recorded Deed of Trust is incorporated herewith as
15 **Exhibit F.**
16

17 87. Coconspirator CBSK and the instant Civil Rights Conspiracy voluntarily and willfully
18 agree with one another to intelligently join in the unlawful agreement to willfully, knowingly,
19 voluntarily, intentionally, wrongfully, and inherently wrongfully combine, conspire, and agree
20 with others known and unknown to Piovo to act as one of the Joint Interest Principals' Led and
21 Influenced scheme and artifice to steal, conceal and deprive Piovo's, Civil Rights Act of 1866 14
22 Stat. 27 (1866), Civil Rights Identification Document(s) and Information APN, and subsequent to
23 the Joint Interest Principals Led and Influenced Coconspirators herein did knowingly and
24 willfully combine, conspire, and agree with others known and unknown to Piovo to commit fraud,
25 that is, to devise a scheme and artifice to defraud and to obtain money under the custody and
26
27
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1 control of federally-insured financial institutions, by means of false and fraudulent pretenses,
 2 representations and promises that would cause federally-insured financial institutions to part with
 3 money.

4 88. The unlawful actions by coconspirator CBSK listed herewith but not limited to, in concert
 5 with other coconspirators known and unknown constitute deliberate violations of Plaintiff's Civil
 6 Rights, Civil Right to Life, in doing so commits acts violating federal law when illegally and
 7 unlawfully participated in the transfer of title and transfer of ownership of Piovo's real property to
 8 Coconspirator Tovar-Guzman.
 9

10 **Coconspirator Chicago Title**

11 89. Plaintiff alleges and incorporate by reference each of the preceding paragraphs as if fully
 12 set forth fully herein below.
 13

14 90. On or about July 24, 2006, Civil Rights Coconspirator Chicago Title, did knowingly,
 15 voluntarily, intelligently, willfully, combine, conspire, and agree with others known and unknown
 16 Civil Rights Conspiracy Coconspirators to voluntarily, willfully, knowingly, intentionally,
 17 wrongfully and inherently wrongfully with the requisite intent, by concert of action, did
 18 successfully commit the Civil Rights Conspiracy violation **firstly with callous** disregard Piovo's
 19 Civil Rights together in concert of action with Civil Rights Conspiracy Coconspirator Ronald
 20 Colquitt who disregards Federal law steals Piovo's Civil Rights Identification Document(s) and
 21 Information APN, was done in direct violation of the Civil Rights Act of 1866 14 Stat. 27 (1866),
 22 by means of the stolen Real property and deprived Piovo's Civil Rights and did knowingly and
 23 willfully combine, conspire, and agree with others known and unknown to Piovo, without his
 24 authority did successfully transfer both the void ab initio Title and Ownership of the Related
 25 Piovo's now fraudulently reassigned and stolen Real Property.
 26
 27
 28

1 CBSK subsequent to, did egregiously stop the free flow of his Civil Rights Act of 1866 14
 2 STAT. 27 (1866) Civil Rights Guarantees, with the knowing, willful, wrongful intent to in
 3 substance and in part, inter alia, did commit the essential Substantial and material quintessential
 4 element and Primary Necessary Objective of the Civil Rights Conspiracy, did deprive Piovo by
 5 transfer of his Identification Document(s) and Information APN, by means of false and fraudulent
 6 pretenses, and representations did cause the Clark County Recorder's Office to reassign the void
 7 ab initio Piovo's Civil Rights Identification Document(s) and Information APN.

8 Ronald A. Colquitt Sworn Deposition, Page 34, lines 3 thru 14

9 "Q. When you say "they" -

10 A. The title company that was handling the transaction, they needed to get
 11 the property out of the trust that had been put in the trust. And the only
 12 one that they would allow to do that was me because **I was the only one**
 13 **on any of the documents listed as a trustee. And I explained to her**
 14 **that I had resigned in November of the previous year. She said she**
 15 **didn't care**, they needed the trust to place the property back to Mr.
 16 Stone so that their deal could go forward. I did it got stiffed and closed
 my file." [bold emphases added]

17 Ronald A. Colquitt Sworn Deposition, Page 35, lines 2 thru 14;

18 "Q. Did you talk to anybody at the title company?

19 A. **When I was approached to sign as trustee in May, they had given the**
 20 **gal at the title** - I talked to a woman, I don't know her name, spoke with
 21 somebody over there, and **that was when they explained to me that I**
 22 **needed to sign as the trustee.** I said, but this trust doesn't exist. It's dry.
 It's dead. This is a dead business deal.

23 Q. So you decided the best thing to do was to sign it?

24 A. I don't know that I decided the best thing to do was to sign it. **I signed it.**" [bold
 25 emphases added]

26 91. Coconspirator Chicago Title and the instant Civil Rights Conspiracy voluntarily and
 27 willfully agree with one another to intelligently join in the unlawful agreement to willfully,
 28

1 knowingly, voluntarily, intentionally, wrongfully, and inherently wrongfully combine, conspire,
2 and agree with others known and unknown to Piovo to act as one of the Joint Interest Principals'
3 Led and Influenced scheme and artifice to steal, conceal and deprive Piovo's, Civil Rights Act of
4 1866 14 Stat. 27 (1866), Civil Rights Identification Document(s) and Information APN, and
5 subsequent to the Joint Interest Principals Led and Influenced Coconspirators herein did
6 knowingly and willfully combine, conspire, and agree with others known and unknown to Piovo
7 to commit fraud, that is, to devise a scheme and artifice to defraud and to obtain money under the
8 custody and control of federally-insured financial institutions, by means of false and fraudulent
9 pretenses, representations and promises that would cause federally-insured financial institutions to
10 part with money and Piovo lose his property.
11

12
13 92. The unlawful actions by coconspirator Chicago Title listed herewith but not limited to, in
14 concert with other Civil Rights Conspiracy Coconspirators known and unknown constitute
15 deliberate violations of Plaintiff's Civil Rights, Civil Right to Life, and in doing so commits acts
16 violating federal law when illegally and unlawfully participated in the transfer of title and transfer
17 of ownership of Piovo's real property to Coconspirator Guzman constitute deliberate violations of
18 Piovo's Civil Rights Act of 1866 14 Stat. 27 (1866) are indissoluble Civil Rights and Equal
19 Protection under the law deprived by fraud.
20

21 **Coconspirators MERS and MERSCORP Holdings, Inc.**

22
23 93. Plaintiff alleges and incorporate by reference each of the preceding paragraphs as if fully
24 set forth fully herein below.

25 94. For the purposes of this pleading, reference to MERS includes reference to MERSCORP
26 Holdings, Inc. a/k/a MERSCORP, Inc. ("MERSCORP") is MERS's alter ego.

27 95. Coconspirator MERS joined in the Civil Rights conspiracy did knowingly, voluntarily,
28

1 intelligently, willfully, combine, conspire, and agree with others known and unknown Civil
2 Rights Conspiracy coconspirators to act as one of the Joint Interest Principals Led and Influenced
3 scheme and artifice to steal, conceal and deprive Piovo's, Civil Rights Act of 1866 14 Stat. 27
4 (1866) and subsequent to the Joint Interest Principals Led and Influenced Coconspirators herein
5 did knowingly and willfully combine, conspire, and agree with others known and unknown to
6 Piovo to commit fraud, that is, to devise a scheme and artifice to defraud and to obtain money
7 under the custody and control of federally-insured financial institutions, by means of false and
8 fraudulent pretenses, representations and promises that would cause federally-insured financial
9 institutions to part with money.
10

11 96. MERS is at all times cognizant of the Civil Rights violations by other coconspirators
12 through a lawsuit filed by Piovo in Nevada state court, receiving copies of the Colquitt and Tovar-
13 Guzman's sworn testimony positive testimony an adjudicative fact, for which the record speaks...
14 in Plain English and their admission to the Civil Rights violations depriving Plaintiff of his Civil
15 Rights as well as Plaintiff's Notice of the Pendency of Action Sent by Piovo to MERS on
16 September 12, 2013, describing its own violations and the conspiracy by other Civil Rights
17 Conspiracy coconspirators, Civil Rights Conspiracy member and coconspirator MERS and their
18 lawyers failed to withdraw and instead continue to engage Piovo in the fight for his Life and
19 continue to participate in the conspiracy and violations of Plaintiff's Civil Rights with others
20 known and unknown Civil Rights Conspiracy coconspirators and others known and unknown
21 Civil Rights Conspiracy coconspirators conspire to deprive Piovo of his Civil.
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25 97. Civil Rights Coconspirators' MERS lawyers by concert of action joined in the Civil
26 Rights Conspiracy of the Lenders, Chicago Title Company, Colquitt, Stone, Tovar-Guzman and
27 other known and unknown Civil Rights Conspiracy coconspirators by scheme and artifice to steal,
28

1 conceal and deprive Piovo's, Civil Rights Act of 1866 14 Stat. 27 (1866).

2 98. On March 20, 2007, People's Choice Home Loan, Inc. files voluntary Bankruptcy Petition
3 in the United States Bankruptcy Court, Central District of California, Case No.:
4 8:07-bk-10767-RK. The filing is incorporated herewith as **Exhibit N**.

5 99. On May 2, 2007, Wendy V. Perry acting as Assistant Secretary of MERS executes
6 substitution of trustee dated the same date May 2, 2007, whereas MERS did knowingly,
7 voluntarily, intelligently, willfully, combine, conspire, and agree with others known and unknown
8 Civil Rights Conspiracy coconspirators participate as one of the Joint Interest Principals Led and
9 Influenced scheme and artifice to steal, conceal and deprive Piovo's, Civil Rights Act of 1866 14
10 Stat. 27 (1866) executes said substitution of trustee in San Diego, California and records it in Las
11 Vegas Nevada Clarks County Recorder's office, where Fidelity National Default Solutions acting
12 on behalf of MERS where it states that MERS allegedly is the original Beneficiary under the
13 Tovar-Guzman Deed of Trust terminated the appointment of the original trustee Chicago Title,
14 and appointed a substitute trustee CAL-WESTERN RECONVEYANCE CORPORATION in
15 their place as trustee of the deed of trust. The void *ab initio* Substitution of Trustee in the Clark
16 County Recorder's Office is under the Instrument Number 20070502-0004131 and is
17 incorporated herewith as **Exhibit O**.

18 100. On October 15, 2007, a void *ab initio* substitution of trustee dated October 9, 2007 is
19 recorded in Clarks County Recorder's office, where Fidelity National Default Solutions acting on
20 behalf of Civil Rights Conspiracy coconspirator MERS in furtherance of the conspiracy acts as
21 "present" Beneficiary and Civil Rights Conspiracy coconspirator CBSK as the original
22 Beneficiary terminate the appointment of the original trustee again, Civil Rights Conspiracy
23 coconspirator Chicago Title, and appoint Quality Loan Service Corporation a substitute trustee in
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1 their place. The void *ab initio* Substitution of Trustee is recorded in the Clark County Recorder's
2 Office under the Instrument Number 20071015-0002484 and is incorporated herewith as **Exhibit**
3 **P.**

4 101. On June 22, 2010, in furtherance of the conspiracy and to deprive Piovo's, Civil Rights
5 Act of 1866 14 Stat. 27 (1866) a void *ab initio* substitution of trustee dated June 8, 2010 is
6 recorded in Clarks County Recorder's office, where Fidelity National Default Solutions acting on
7 behalf of Bank of America National Association as successor by merger to LaSalle Bank National
8 Association as Trustee for Certificateholders of Bear Sterns Asset Backed Securities I LLC,
9 Asset-Backed Certificates, Series 2006-HE8 by EMC Mortgage Corporation, its Attorney in Fact.
10 The substitution names MERS as "nominee" for Civil Rights Conspirator CBSK as the original
11 Beneficiary and terminates the appointment of the original trustee Chicago Title once again, and
12 appoints Quality Loan Service Corporation once again as a substitute trustee in its selfsame place.
13 The void *ab initio* Substitution of Trustee is recorded in the Clark County Recorder's Office
14 under the Instrument Number 201006220003252. The recorded substitution is incorporated
15 herewith as **Exhibit Q.**

16 102. On April 21, 2012, four years and four months after CBSK ceases to exist by the order of
17 Commissioner of Corporations of The State of California, MERS in violation of Piovo Civil
18 Rights Act of 1866 14 Stat. 27 (1866) MERS "acting" as "nominee" for CBSK, assigns the void
19 *ab initio* Tovar-Guzman's security instrument to the Civil Rights Conspiracy coconspirator U.S.
20 Bank. And in furtherance of the Civil Rights Conspiracy records the said assignment in the Clark
21 County Recorder's Office on May 22, 2012, under the Instrument Number 01205220001298. The
22 assignment is incorporated herewith as **Exhibit R.**

23 103. On November 21, 2012, in another violation and deprivation of Piovo's Civil Rights Act
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1 of 1866 14 Stat. 27 (1866) another void *ab initio* substitution of trustee dated October 18, 2012
2 and on November 2, 2012 is recorded in Clarks County Recorder's office, whereas coconspirators
3 and lawyers for MERS - Gerard Cox Larsen purportedly acting as a Trustee on behalf of People's
4 Choice Deed of Trust. The Substitution of Trustee is in the records of the Clark County
5 Recorder's Office under the Instrument Number 201211210001559. The void *ab initio*
6 Substitution of Trustee with its exhibits is incorporated herewith as **Exhibit S**.

7
8 104. Civil Rights Coconspirators MERS and their lawyers GERRARD COX LARSEN (GCL)
9 in furtherance of the Civil Rights conspiracy and in violation of acts constituting past present and
10 future federal acts that necessarily involves GERRARD COX LARSEN in deprivation of Pivo
11 of his Civil Rights Act of 1866 14 Stat. 27 (1866). GCL an attorney firm and specifically Civil
12 Rights Coconspirator Douglas D. Gerrard, an Officer of the Court and a partner of GCL
13 perpetrated a crime of Civil Rights Conspiracy and by causing a document to be filed in the
14 Clark's County Recorder's office wherein claiming to represent People's Choice as Trustee for
15 the People's Choice Deed of Trust and that People's Choice Deed of Trust is still an effective
16 document when in fact People's Choice Deed of Trust is fully satisfied and reconveyed on August
17 25, 2006 and shows recording in the Clark County Recorder's office on September 9, 2006, under
18 instrument number 20060911-0000020.

19
20
21 105. The unlawful actions by coconspirator MERS and their agents listed herewith but not
22 limited to, in concert with other Civil Rights Conspiracy coconspirators known and unknown
23 constitute deliberate violations of Plaintiff's Civil Rights Act of 1866 14 Stat. 27 (1866), Civil
24 Rights Identification Document(s) and Information APN, in doing so commits acts violating
25 federal law when illegally and unlawfully participated in the cover up of the transfer of title and
26 transfer of ownership of Pivo's real property.
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Coconspirator U.S. Bank National Association as Trustee

106. Plaintiff alleges and incorporate by reference each of the preceding paragraphs as if fully set forth fully herein below.

107. Coconspirator U.S. Bank a Joint Interest Principals Civil Rights Conspiracy Coconspirators herein, did voluntarily, knowingly, wrongfully, intentionally and inherently wrongfully willfully combine, conspire, and agree with others known and unknown to Piovo, to commit fraud, that is, to devise a scheme, by concert of action of two or more Joint Interest Principals Coconspirators did voluntarily, knowingly, wrongfully, intentionally and inherently wrongfully willfully combine, conspire, and agree with others known and unknown to Piovo, to deprive Piovo's Property Rights of Citizens, and then subsequent to, with a complete blatant to Piovo egregiously placed Piovo against his will in harm's way by way of theft whereas the Anti Civil Rights Joint Interest Principals Coconspirators the known and unknown defendants stealing of Piovo's property identified as Assessor's Parcel Number 178-17-911-009.

108. On June 22, 2010, a void *ab initio* substitution of trustee dated June 8, 2010 is recorded in Clarks County Recorder's office, where Fidelity National Default Solutions acting on behalf of Bank of America National Association as successor by merger to LaSalle Bank National Association as Trustee for Certificateholders of Bear Sterns Asset Backed Securities I LLC, Asset-Backed Certificates, Series 2006-HE8 by EMC Mortgage Corporation, its Attorney in Fact.

109. On April 21, 2012, defendant MERS claiming to be a nominee of defendant CBSK, CBSK license to operate was revoked on November 5, 2007, assigned the fraudulent Tovar-Guzman and void *ab initio* Deed of Trust to U.S. Bank, the void *ab initio* assignment of Deed of Trust was recorded on May 22, 2012.

110. On November 21, 2012, U.S. Bank by and through its legal counsel Gerrard Cox Larsen

1 recorded Substitution of Trustee naming Gerrard Cox Larsen as Trustee under the void ab initio
2 defendant Tovar-Guzman Deed of Trust.

3 111. On September 12, 2013, Plaintiff sends a Notice of Lis Pendens notifying U.S. Bank of
4 the impending lawsuit, the Notice of Lis Pendens is filed in the records of Clark County
5 Recorder's Office as Instrument No. 201309120000172.

6
7 112. On October 21, 2013, Plaintiff files his initial Complaint naming *inter alia* U.S. Bank as
8 defendant. Federal case Number 2:13-CV-01922-APG-GWF.

9 113. On November 10, 2013, U.S. Bank was served with the Summons and Complaint.

10 114. On November 13, 2013, U.S. Bank issued and recorded Notice of Trustee Sale which was
11 recorded in Clark County under Instrument No. 201311140001094. The Notice is incorporated
12 herewith as **Exhibit T**.

13
14 115. On December 6, 2013, U.S. Bank filed Motion to Dismiss being fully aware of the
15 verified Complaint made by Plaintiff yet continued to be part of the Civil Rights Conspiracy and
16 continued to deprive Plaintiff's Civil Rights.

17
18 116. On January 10, 2014, Civil Rights Coconspirator U.S. Bank voluntarily, knowingly,
19 wrongfully, intentionally and inherently wrongfully willfully combine, conspire, and agree with
20 others known and unknown to Piovo, to commit fraud, that is, to devise a scheme, by concert of
21 action of two or more Joint Interest Principals Coconspirators did voluntarily, knowingly,
22 wrongfully, intentionally and inherently wrongfully willfully combine, conspire, and agree with
23 others known and unknown to Piovo, in a blatant deprivation of Plaintiff's Civil Rights U.S.
24 Bank records new Trustee's Deed Upon Sale claiming to have purchased Plaintiff's property for
25 \$400,000 at Trustee sale. The U.S. Bank Trustee's Deed Upon Sale is recorded in Clarks County
26 Recorder's Office under Instruments No. 201401100002534 depriving Plaintiff of his Civil
27
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1 Rights Protection offered by the APN under which the Government has offered the benefit.
2 Trustee's Deed Upon Sale is incorporated herewith as **Exhibit U**.

3 117. The U.S. District court litigation continues until March ,2105, where it was dismissed for
4 lack of jurisdiction,

5 118. The case is in process of being appealed with the 9th Circuit court of Appeals. Case
6 Number 15-15650.
7

8 119. On December 2, 2015, Coconspirator U.S. Bank continues to commit fraud by filing an
9 Unlawful Detainer action in the Henderson Justice Court in pleading fraudulent jurisdictional
10 facts. U.S. Bank is aware of the facts in Piovo Civil Rights complaint and the fact that Tovar-
11 Guzman is not local defendant and never was such. U.S. Bank has committed fraud upon the
12 court by claiming that Tovar-Guzman is a tenant and occupies the property located at 1853 Indian
13 Bend Drive, Henderson, Nevada. U.S. Bank knows from being named defendant in the case
14 mentioned above that Tovar-Guzman has admitted in her own sworn under oath statement that
15 she acted as a straw buyer to steal Piovo's property. In addition, a nonparty in the Henderson
16 Justice court case and a codefendant in Piovo's Civil Rights complaint mentioned above Ronald
17 Colquitt admitted under oath in his sworn statement that he and the lenders as wells as Chicago
18 Title participated in theft of Piovo's property in violation of Piovo's Civil Rights Act of 1866. 14
19 Stat. 27.
20
21

22 120. U.S. Bank commits fraud and fraud upon the court in pleading fraudulent jurisdictional
23 facts and commits fraud upon the court by misrepresenting to the court that Tovar-Guzman is a
24 non diverse local defendant in possession of the property where in fact U.S. Bank knows that
25 Tovar-Guzman is a resident of the state of California and has never seen Piovo's property and
26 doesn't know where it is. Tovar-Guzman can be disregarded by the court under the fraudulent-
27
28

1 joinder doctrine. U.S. Bank knowingly and fraudulently pleads in Henderson Justice court that
2 defendant Tovar-Guzman is a citizen of the state where the suit is filed even though Tovar-
3 Guzman is in fact a citizen of a different state.

4 121. U.S. Bank commits fraud in pleading jurisdictional facts and commits fraud upon the
5 Henderson Justice court by misrepresenting to the court that a fictitious name defendant ROBERT
6 J. STONE SR. is a non diverse local defendant in possession of the property where in fact U.S.
7 Bank knows that ROBERT STONE is convicted felon and is serving time of probation and is a
8 resident of the state of Utah and was directly participating with others and U.S. Bank in theft of
9 Piovo's property. ROBERT J. STONE SR. can be disregarded by the court under the fraudulent-
10 joinder doctrine and as not having any real connection to claims of nondiverse or local defendant.
11 U.S. Bank knowingly and fraudulently pleads that defendant ROBERT J. STONE SR. is a citizen
12 of the state where the suit is filed, is a tenant, is in possession and occupies the property where
13 U.S. Bank knows that ROBERT J. STONE SR. is in fact a phantom and an unknown party with
14 no connection to the controversy.

15 122. Coconspirator U.S. Bank, intentionally failed to name Piovo as defendant in the Unlawful
16 Detainer action in Henderson Justice Court so it would not have to serve Piovo with the summons
17 and complaint as being named DOE OCCUPANT.

18 123. Coconspirator U.S. Bank, voluntarily, knowingly, wrongfully, intentionally and inherently
19 wrongfully willfully combine, conspire to intentionally not name Piovo in its Unlawful Detainer
20 Action even though U.S. Bank knows full well who Piovo is and the fact that Piovo that occupies
21 the property yet with full knowledge U.S. Bank intentionally fails to serve the Unlawful Detainer
22 complaint upon Piovo and fraudulent means by misleading the Henderson Justice court obtains an
23 order to serve by publication as if Piovo does not exist.

1 124. On February 3, 2016, Coconspirator U.S. Bank obtained a "Temporary Writ of
2 Restitution" after having ex-parte hearing fraudulently misleading the Henderson Justice Court
3 and fails to serve the Temporary Writ of Restitution upon Piovo and by fraudulent means directs
4 the Henderson Constable to execute the Writ of Restitution as if Piovo does not exist.

5 125. On March 2, 2016, Coconspirator U.S. Bank directed the Henderson Constable to execute
6 the Temporary Writ of Restitution and on or about 10:00A.M. the same day the Henderson
7 Constable showed up with police force in front of Piovo's property and attempted to remove the
8 lock and displace Piovo and his wife onto the street.

9 126. Piovo informed the Constable that the case was removed to Federal court 10 minutes
10 before and that he is unable to proceed with eviction. It was Piovo's luck that the Constable was a
11 reasonable man and withdrew its action.

12 127. Coconspirator U.S. Bank, did on the dates listed above but not limited to, voluntarily,
13 knowingly, wrongfully, intentionally and inherently wrongfully willfully combine, conspire, and
14 agree with others known and unknown to Piovo, to commit fraud, that is, to devise a scheme, by
15 concert of action of two or more Joint Interest Principals Coconspirators did voluntarily,
16 knowingly, wrongfully, intentionally and inherently wrongfully willfully combine, conspire, and
17 agree with others known and unknown to Piovo, to deprive Piovo of Property Rights of Citizens,
18 and then subsequent to did voluntarily, knowingly, wrongfully, intentionally and with inherently
19 wrongful consciousness with a complete blatant disregard to Piovo's Civil Rights egregiously
20 placed Piovo against his will in harm's way by way of theft, and such deprivation is: in direct
21 violation of Piovo's free flowing, under equal protection under the laws of the United States the
22 Civil Rights Act of 1866 14 STAT. 27 (1866).

23 128. U.S. Bank's actions automatically causes the deprivation of Piovo's free flowing, under
24
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1 equal protection under the Civil Rights Act of 1866 14 STAT. 27 (1866), the indissoluble Civil
2 Rights Equal Protection under the law, wherein coconspirators' oneness intent links each act and
3 laws to one another, by an inseparable Civil Rights act of necessity that by their indisputable least
4 common denominator, whereas Piovo's Equal Protection Under the Law, necessarily attaches
5 each their Civil Rights Equal Protection Under The Law to Piovo, instilled with every privilege of
6 freeborn citizens, to his free flowing Civil Rights Property Rights of Citizens, in that the APN
7 being the one and only Civil Rights Acts Identification Document and information Piovo's Civil
8 Rights Identification Document(s) and Information with the intent to in furtherance the theft
9 thereof by concert of action of two or more Joint Interest Principals Coconspirators cause to steal
10 Piovo's Real property indissoluble where such acts link themselves to (1) Joseph Eugene Piovo,
11 (2) Civil Rights Act of 1866 14 Stat. 27 (1866), thus being the case as the case is all Joint Interest
12 Principals Coconspirators Civil Rights Conspiracy by concert of action did knowingly and
13 willfully combine, conspire, and agree with others known and unknown to Joseph Eugene Piovo,
14 deprive him of his Civil Rights flowing under Fourteenth Amendment to the United States
15 Constitution equal protection under the Constitution and laws and treaties of the United States.
16
17

18
19 129. Coconspirator U.S. Bank claims an interest in Plaintiff's property by an allegedly
20 acquired all Trust business from Bank of America N.A.

21 130. Accordingly, U.S. Bank acquired nothing from MERS on April 21, 2012, because MERS
22 did not hold lawful interest in Plaintiff's Property.

23 131. The unlawful actions by Civil Rights Coconspirator U.S. Bank and their agents listed
24 herewith but not limited to, in concert with other Civil Rights Conspiracy Coconspirators known
25 and unknown constitute deliberate violations of Piovo's Civil Rights Act of 1866 14 Stat. 27
26 (1866) which are indissoluble Civil Rights under Equal Protection under the law.
27
28

Coconspirator Aldridge Pite, LLP

132. Plaintiff alleges and incorporate by reference each of the preceding paragraphs as if fully set forth fully herein below.

133. On December 2, 2015, Coconspirator Aldridge Pite in concert with U.S. Bank commits fraud upon Piovo by filing an Unlawful Detainer action in the Henderson Justice Court and in pleading fraudulent jurisdictional facts. Aldridge Pite and U.S. Bank are aware of the facts in Piovo Civil Rights complaint and the fact that Tovar-Guzman is not local defendant and never was such. U.S. Bank has committed fraud upon the court by claiming that Tovar-Guzman is a tenant and occupies the property located at 1853 Indian Bend Drive, Henderson, Nevada. Aldridge Pite and U.S. Bank know from U.S. Bank being named defendant in the case mentioned above that Tovar-Guzman has admitted in her own sworn under oath statement that she acted as a straw buyer to steal Piovo's property. In addition, a nonparty in the Henderson Justice court case and a codefendant in Piovo's Civil Rights complaint mentioned above Ronald Colquitt admitted under oath in his sworn statement that he and the lenders as wells as Chicago Title participated in theft of Piovo's property in violation of Piovo's Civil Rights Act of 1866. 14 Stat. 27.

134. Aldridge Pite in concert with U.S. Bank commits fraud and fraud upon the court in pleading fraudulent jurisdictional facts and commits fraud upon the court by misrepresenting to the court that Tovar-Guzman is a non diverse local defendant in possession of the property where in fact Aldridge Pite and U.S. Bank know that Tovar-Guzman is a resident of the state of California and has never seen Piovo's property and doesn't know where it is. Tovar-Guzman can be disregarded by the court under the fraudulent-joinder doctrine. Aldridge Pite and U.S. Bank knowingly and fraudulently plead in Henderson Justice court that defendant Tovar-Guzman is a citizen of the state where the suit is filed even though Tovar-Guzman is in fact a citizen of a

1 different state.

2 135. Aldridge Pite and U.S. Bank commit fraud in pleading jurisdictional facts and commit
3 fraud upon Piovo and the Henderson Justice court by misrepresenting to the court that a fictitious
4 name defendant ROBERT J. STONE SR. is a non diverse local defendant in possession of the
5 property where in fact U.S. Bank knows that ROBERT STONE is convicted felon and is serving
6 time of probation and is a resident of the state of Utah and was directly participating with others
7 and U.S. Bank in theft of Piovo's property. ROBERT J. STONE SR. can be disregarded by the
8 court under the fraudulent-joinder doctrine and as not having any real connection to claims of
9 nondiverse or local defendant. Aldridge Pite and U.S. Bank knowingly and fraudulently plead that
10 defendant ROBERT J. STONE SR. is a citizen of the state where the suit is filed, is a tenant, is in
11 possession and occupies the property where U.S. Bank knows that ROBERT J. STONE SR. is in
12 fact a phantom and an unknown party *with no connection to the controversy.*

15 136. Coconspirator Aldridge Pite and U.S. Bank, voluntarily, knowingly, wrongfully,
16 intentionally and inherently wrongfully willfully combine, conspire to intentionally not name
17 Piovo in its Unlawful Detainer Action even though U.S. Bank knows full well who Piovo is and
18 the fact that Piovo that occupies the property yet with full knowledge U.S. Bank intentionally fails
19 to serve the Unlawful Detainer complaint upon Piovo and fraudulent means by misleading the
20 Henderson Justice court obtains an order to serve by publication as if Piovo does not exist.

22 137. On February 3, 2016, Coconspirator Aldridge Pite and U.S. Bank obtained a "Temporary
23 Writ of Restitution" after having ex-parte hearing fraudulently misleading the Henderson Justice
24 Court and intentionally fail to serve the Temporary Writ of Restitution upon Piovo and by
25 fraudulent means direct the Henderson Constable to execute the Writ of Restitution as if Piovo
26 does not exist.
27
28

1 138. On March 2, 2016, Coconspirator Aldridge Pite and U.S. Bank in concert of action direct
2 the Henderson Constable to execute the Temporary Writ of Restitution and on or about
3 10:00A.M. the same day the Henderson Constable showed up with police force in front of Piovo's
4 property and attempted to remove the lock and displace Piovo and his wife onto the street.

5 139. Coconspirator Aldridge Pite and U.S. Bank, did on the dates listed above but not limited
6 to, voluntarily, knowingly, wrongfully, intentionally and inherently wrongfully willfully combine,
7 conspire, and agree with others known and unknown to Piovo, to commit fraud, that is, to devise a
8 scheme, by concert of action of two or more Joint Interest Principals Coconspirators did
9 voluntarily, knowingly, wrongfully, intentionally and inherently wrongfully willfully combine,
10 conspire, and agree with others known and unknown to Piovo, to deprive Piovo of Property
11 Rights of Citizens, and then subsequent to did voluntarily, knowingly, wrongfully, intentionally
12 and with inherently wrongful consciousness with a complete blatant disregard to Piovo's Civil
13 Rights egregiously placed Piovo against his will in harm's way by way of theft, and such
14 deprivation is: in direct violation of Piovo's free flowing, under equal protection under the laws of
15 the United States the Civil Rights Act of 1866 14 STAT. 27 (1866).
16

17 140. Coconspirators' Aldridge Pite and U.S. Bank's actions automatically cause the deprivation
18 of Piovo's free flowing, under equal protection under the Civil Rights Act of 1866 14 STAT. 27
19 (1866), the indissoluble Civil Rights Equal Protection under the law, wherein coconspirators'
20 oneness intent links each act and laws to one another, by an inseparable Civil Rights act of
21 necessity that by their indisputable least common denominator, whereas Piovo's Equal Protection
22 Under the Law, necessarily attaches each their Civil Rights Equal Protection Under The Law to
23 Piovo, instilled with every privilege of freeborn citizens, to his free flowing Civil Rights Property
24 Rights of Citizens, in that the APN being the one and only Civil Rights Acts Identification
25
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1 Document and information Piovo's Civil Rights Identification Document(s) and Information with
2 the intent to in furtherance the theft thereof by concert of action of two or more Joint Interest
3 Principals Coconspirators cause to steal Piovo's Real property indissoluble where such acts link
4 themselves to (1) Joseph Eugene Piovo, (2) Civil Rights Act of 1866 14 Stat. 27 (1866), thus
5 being the case as the case is all Joint Interest Principals Coconspirators Civil Rights Conspiracy
6 by concert of action did knowingly and willfully combine, conspire, and agree with others known
7 and unknown to Joseph Eugene Piovo, deprive him of his Civil Rights flowing under Fourteenth
8 Amendment to the United States Constitution equal protection under the Constitution and laws
9 and treaties of the United States.
10

11 **Coconspirator REBECCA P. KERN**

12
13 141. Plaintiff alleges and incorporate by reference each of the preceding paragraphs as if fully
14 set forth fully herein below.

15 142. On December 2, 2015, Coconspirator Rebecca P. Kern an attorney representing U.S. Bank
16 in concert with U.S. Bank commits fraud upon Piovo by filing a Verified Complaint for
17 Unlawful Detainer in the Henderson Justice Court and in pleading fraudulent jurisdictional facts.
18 Rebecca P. Kern and U.S. Bank are aware of the facts in Piovo Civil Rights complaint and the
19 fact that Tovar-Guzman is not local defendant and never was such. U.S. Bank has committed
20 fraud upon the court by claiming that Tovar-Guzman is a tenant and occupies the property located
21 at 1853 Indian Bend Drive, Henderson, Nevada. Rebecca P. Kern and U.S. Bank know from U.S.
22 Bank being named defendant in the case mentioned above that Tovar-Guzman has admitted in her
23 own sworn under oath statement that she acted as a straw buyer to steal Piovo's property. In
24 addition, a nonparty in the Henderson Justice court case and a codefendant in Piovo's Civil Rights
25 complaint mentioned above Ronald Colquitt admitted under oath in his sworn statement that he
26
27
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1 and the lenders as wells as Chicago Title participated in theft of Piovo's property in violation of
2 Piovo's Civil Rights Act of 1866. 14 Stat. 27.

3 143. Rebecca P. Kern in concert with U.S. Bank commits fraud and commits perjury under
4 oath and fraud upon the court in pleading fraudulent jurisdictional facts and commits fraud upon
5 the court by misrepresenting to the court that Tovar-Guzman is a non diverse local defendant in
6 possession of the property where in fact Rebecca P. Kern and U.S. Bank know that Tovar-
7 Guzman is a resident of the state of California and has never seen Piovo's property and doesn't
8 know where it is. Tovar-Guzman can be disregarded by the court under the fraudulent-joinder
9 doctrine. Rebecca P. Kern and U.S. Bank knowingly and fraudulently plead in Henderson Justice
10 court that defendant Tovar-Guzman is a citizen of the state where the suit is filed even though
11 Tovar-Guzman is in fact a citizen of a different state.
12

13
14 144. Rebecca P. Kern and U.S. Bank commit fraud in pleading jurisdictional facts and commit
15 fraud upon Piovo and the Henderson Justice court by misrepresenting to the court that a fictitious
16 name defendant ROBERT J. STONE SR. is a non diverse local defendant in possession of the
17 property where in fact U.S. Bank knows that ROBERT STONE is convicted felon and is serving
18 time of probation and is a resident of the state of Utah and was directly participating with others
19 and U.S. Bank in theft of Piovo's property. ROBERT J. STONE SR. can be disregarded by the
20 court under the fraudulent-joinder doctrine and as not having any real connection to claims of
21 nondiverse or local defendant. Rebecca P. Kern and U.S. Bank knowingly and fraudulently plead
22 that defendant ROBERT J. STONE SR. is a citizen of the state where the suit is filed, is a tenant,
23 is in possession and occupies the property where U.S. Bank knows that ROBERT J. STONE SR.
24 is in fact a phantom and an unknown party with no connection to the controversy.
25

26
27 145. Coconspirator Rebecca P. Kern and U.S. Bank, voluntarily, knowingly, wrongfully,
28

1 intentionally and inherently wrongfully willfully combine, conspire to intentionally not name
2 Piovo in its Unlawful Detainer Action even though U.S. Bank knows full well who Piovo is and
3 the fact that Piovo that occupies the property yet with full knowledge U.S. Bank intentionally fails
4 to serve the Unlawful Detainer complaint upon Piovo and fraudulent means by misleading the
5 Henderson Justice court obtains an order to serve by publication as if Piovo does not exist.
6

7 146. On February 3, 2016, Coconspirator Rebecca P. Kern and U.S. Bank obtained a
8 "Temporary Writ of Restitution" after having ex-parte hearing fraudulently misleading the
9 Henderson Justice Court and intentionally fail to serve the Temporary Writ of Restitution upon
10 Piovo and by fraudulent means direct the Henderson Constable to execute the Writ of Restitution
11 as if Piovo does not exist.
12

13 147. On March 2, 2016, Coconspirator Rebecca P. Kern and U.S. Bank in concert of action
14 direct the Henderson Constable to execute the Temporary Writ of Restitution and on or about
15 10:00A.M. the same day the Henderson Constable showed up with police force in front of Piovo's
16 property and attempted to remove the lock and displace Piovo and his wife onto the street.
17

18 148. Coconspirator Rebecca P. Kern and U.S. Bank, did on the dates listed above but not
19 limited to, voluntarily, knowingly, wrongfully, intentionally and inherently wrongfully willfully
20 combine, conspire, and agree with others known and unknown to Piovo, to commit fraud, that is,
21 to devise a scheme, by concert of action of two or more Joint Interest Principals Coconspirators
22 did voluntarily, knowingly, wrongfully, intentionally and inherently wrongfully willfully
23 combine, conspire, and agree with others known and unknown to Piovo, to deprive Piovo of
24 Property Rights of Citizens, and then subsequent to did voluntarily, knowingly, wrongfully,
25 intentionally and with inherently wrongful consciousness with a complete blatant disregard to
26 Piovo's Civil Rights egregiously placed Piovo against his will in harm's way by way of theft, and
27
28

1 such deprivation is: in direct violation of Piovo's free flowing, under equal protection under the
 2 laws of the United States the Civil Rights Act of 1866 14 STAT. 27 (1866).

3 149. Coconspirators' Rebecca P. Kern and U.S. Bank's actions automatically cause the
 4 deprivation of Piovo's free flowing, under equal protection under the Civil Rights Act of 1866 14
 5 STAT. 27 (1866), the indissoluble Civil Rights Equal Protection under the law, wherein
 6 coconspirators' oneness intent links each act and laws to one another, by an inseparable Civil
 7 Rights act of necessity that by their indisputable least common denominator, whereas Piovo's
 8 Equal Protection Under the Law, necessarily attaches each their Civil Rights Equal Protection
 9 Under The Law to Piovo, instilled with every privilege of freeborn citizens, to his free flowing
 10 Civil Rights Property Rights of Citizens, in that the APN being the one and only Civil Rights
 11 Act's Identification Document and Information Piovo's Civil Rights Document(s) and
 12 Information with the intent and in the course of and in furtherance the aim of the joint interest
 13 conspiracy against rights by theft thereof by concert of action of two or more Joint Interest
 14 Principals Coconspirators cause to steal Piovo's Real property indissoluble where such acts link
 15 themselves to (1) Joseph Eugene Piovo, (2) Civil Rights Act of 1866 14 Stat. 27 (1866), thus
 16 being the case as the case is all Joint Interest Principals Coconspirators Civil Rights Conspiracy
 17 by concert of action did knowingly and willfully combine, conspire, and agree with others known
 18 and unknown to Joseph Eugene Piovo, deprive him of his Civil Rights flowing under Fourteenth
 19 Amendment to the United States Constitution equal protection under the Constitution and laws
 20 and treaties of the United States.

25 CAUSE OF ACTION

26 Violations of Civil Rights Civil Rights Act of 1866 14 Stat. 27 (1866)

1 150. Plaintiff incorporates by reference each of the preceding paragraphs as if fully set forth in
2 this paragraph.

3 151. Plaintiff seeks relief against all named and unnamed Civil Rights Conspiracy
4 Coconspirators and other coconspirators for violations under Civil Rights Act of 1866 14 Stat. 27
5 (1866)
6

7 152. As set forth above during the Civil Rights Conspiracy whereas coconspirators with
8 sufficient intent in the course of and in furtherance thereof to advance the aim of the joint interest
9 conspiracy against rights in concert with other Civil Rights Conspiracy Coconspirators known
10 and unknown constitute deliberate violations of Plaintiff's Civil Rights Act of 1866 14 Stat. 27
11 (1866) in doing so the conspirators commit acts violating federal law when illegally and
12 unlawfully transfer APN, transfer title and transfer ownership of Vice Roy Blind Trust/Piovo's
13 real property resulting in deprivation of Piovo's Civil Rights Act of 1866 14 Stat. 27 (1866).
14

15 153. By reason of the foregoing, Plaintiff has been damaged in a substantial amount to be
16 determined at trial, and is entitled to compensatory, actual and punitive damages for Joseph
17 Eugene Piovo's Heart Attack, for almost successful attempt to throw Piovo onto the street in
18 deprivation of Piovo's Civil Rights as is enjoyed by white citizens thereof to inherit, purchase,
19 lease, sell, hold, and convey real and personal property inter alia and et al emotional stress in the
20 amount of Fifty Million Dollars (\$50,000,000.00) and to Revoke the licenses of the Civil Rights
21 Conspiracy Against Rights Coconspirator Endorsement Lenders and Civil Rights Conspiracy
22 Coconspirator Title Company, Civil Rights Conspiracy Coconspirator attorney Colquitt's, and all
23 other Civil Rights Conspiracy Against Rights Coconspirator attorneys who voluntarily
24 intelligently and willfully joined in the unlawful Civil Rights Conspiracy Against Rights
25 Coconspirators agreement to commit acts constituting federal Civil Rights Conspiracy violations
26
27
28

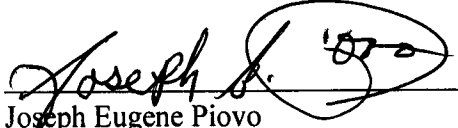
1 against Joseph Eugene Pivo constituting federal Civil Rights Conspiracy violations with a
2 blatant wrongful and inherently wrongful disregards for Civil Rights afforded to Joseph Eugene
3 Pivo.

4
5 WHEREFORE, Plaintiff respectfully requests that judgment be entered in its favor and
6 against all Civil Rights coconspirators and defendants as follows:

- 7
8 a. For return of Plaintiff's Civil Rights.
9 b. For return of Plaintiffs Real Property;
10 c. For Compensatory damages;
11 d. For Punitive damages;
12 e. For Actual damages;
13 f. For Emotional distress;
14 g. For the Suffering, the Heart Attack and the Costs Incurred as a Result;
15 h. For Legal Fees, Court Costs;
16 i. For Revocation of all Licenses of all Civil Rights conspirators.

17 Respectfully submitted by:

18 Dated this 8th day of March, 2016.

19
20 
21 Joseph Eugene Pivo
22 1853 Indian Bend Drive
23 Henderson, Nevada 89074
24 702-897-2602
25 viceroyuncci@gmail.com
26
27
28

20051114-0005356

Fee: \$16.00 RPTT: \$3,980.55
N/C Fee: \$0.00

11/14/2005 16:39:11
T20050206999

Requestor:
VICEROY TRUST

Frances Deane CDO
Clark County Recorder Pgs: 3

APN: 178-17-811-009

Recording requested by and mail documents and
tax statements to:

Name: Viceroy Trust
Address: 320 Warm Spring Suite 1A
City/State/Zip: Las Vegas, NV 89119

DED106mk
Nevada Legal Forms & Books, Inc. (702) 870-8977
www.legalformsrus.com

RPTT: GRANT, BARGAIN, and SALE DEED

THIS INDENTURE WITNESS that: Robert J. Stone JR.
UNMARRIED man, as sole and separate property
(hereinafter called GRANTOR(S)) in consideration of ten dollars
dollars \$ 10.00, the receipt of which is hereby acknowledged, do hereby GRANT,
BARGAIN, SALE and CONVEY to: Vice Roy United Nations Credit
and Commerce International Blind Trust
(hereinafter called GRANTEE(S)) all that real property situated in the City of HENDERSON
County of CLARK, State of NEVADA
bounded and described as follows: (Set forth legal description and commonly known address)
1853 Indian Bend, Henderson, NV 89074
Parcel # 178-17-811-009, Legacy Highlands
Plat Book 48 page 18 Lot BLOCK A PT
SW4 NE4 Sec 17 TWP 22 RANG 62
Page 955 GRID EG.

WARNING: THE COUNTY RECORDER MAY CHARGE AN ADDITIONAL FEE IF YOU
WRITE WITHIN THE 1" MARGINS OF THIS DOCUMENT OR VIOLATE ANY OTHER
RECORDING REQUIREMENTS IMPOSED BY YOUR COUNTY RECORDER.

Grant, Bargain, and Sale Deed

Page 1 of 2

Initials RS

Exhibit A

Together with all and singular hereditament and appurtenances thereunto belonging or in any way appertaining to.

In Witness Whereof, I/We have hereunto set my hand/our hands on 3 day of November 2005.

Robert J Stone Jr

Signature of Grantor

Signature of Grantor

ROBERT J STONE

Print or Type Name Here

Print or Type Name Here

STATE OF)
COUNTY OF)

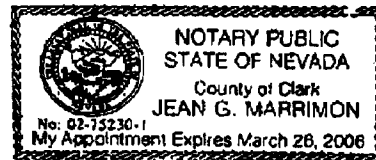
On this 3rd day of November, 2005, personally appeared
before me, a Notary Public Robert J Stone Jr
personally known to me to be the person(s) whose name(e) is subscribed to the above instrument
who acknowledged that he executed this instrument. Witness my hand and official seal.

[Signature]

Notary Public

My commission expires: March 26, 2006

Consult an attorney if you doubt this forms fitness for your purpose.



**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

a) 178-17-811-009
b) _____
c) _____
d) _____

2. Type of Property:

a) ☐ Vacant Land b) ☒ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____
Date of Recording: _____
Notes: _____

3. Total Value/Sales Price of Property

Deed in Lien of Foreclosure Only (value of property) \$ 780,001
Transfer Tax Value: \$ _____
Real Property Transfer Tax Due \$ 3980.55

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity OWNER

Signature _____ Capacity _____

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

Print Name: Robert J Stone Jr
Address: 1853 Indian Bend
City: HENDERSON
State: NV Zip: 89074

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

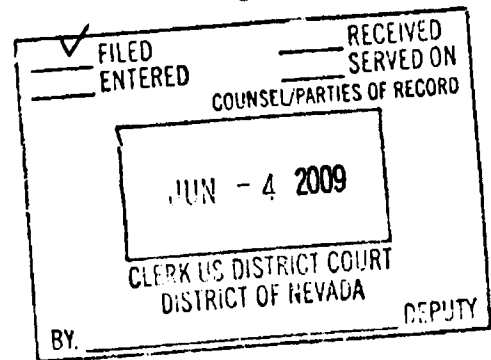
Print Name: Vic Roy c/o
Address: 320 - Warm Springs
City: Las Vegas
State: NV Zip: 89119

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: _____ Escrow #: _____
Address: _____ State: _____ Zip: _____
City: _____

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Exhibit A



1 GREGORY A. BROWER
 United States Attorney
 2 JEFFREY T. TAO
 Assistant United States Attorney
 3 333 Las Vegas Blvd., S., Suite 5000
 Las Vegas, Nevada 89101
 4 (702) 388-6050

5 **UNITED STATES DISTRICT COURT**
 6 **DISTRICT OF NEVADA**

7 **-oOo-**

9 UNITED STATES OF AMERICA,
 10 PLAINTIFF,

11 v.

12 ROBERT STONE,

13 DEFENDANT.

) CRIMINAL INFORMATION

) *2:09-CR-216-JCM*
) CASE NO. 2:08-cr-_____

) VIOLATION:

) 18 U.S.C. § 371 - Conspiracy
)

14
 15 **THE UNITED STATES ATTORNEY FOR THE DISTRICT OF NEVADA CHARGES THAT:**

16 **COUNT ONE**

17 Conspiracy

18 1. From in or about January 2004, to in on or about August 2007, in the Federal District
 19 of Nevada and elsewhere,

20 **ROBERT STONE,**

21 the defendant herein, did knowingly and willfully combine, conspire, and agree with others known
 22 and unknown to the grand jury to commit Bank Fraud, that is, to devise a scheme and artifice to
 23 defraud and to obtain money and property under the custody and control of federally-insured financial
 24 institutions, by means of false and fraudulent pretenses, representations and promises that would cause
 25 a bank to part with money and property, in violation of Title 18, United States Code, Section 1344.
 26

Exhibit B

1 The Object of the Conspiracy

2 2. The object of the conspiracy was for the defendant and others to obtain money and
3 property by fraudulently obtaining mortgages through strawbuyers to purchase houses in Nevada. A
4 “straw buyer” is an individual who allows residential real estate (“property” or “properties”) to be
5 purchased in his or her name to enable an unidentified person to buy a house.

6 Manner and Means

7 3. The manner and means by which the defendant and others accomplished the objectives
8 of the conspiracy include, but are not limited to, the following:

- 9 a. **STONE** and his coconspirators recruited people to be straw buyers.
- 10 b. **STONE** and his coconspirators completed mortgage loan applications
11 and related documents for straw buyers with materially false and fraudulent information, including
12 but not limited to the straw buyers’ assets, places of employment, income, and intent to live in the
13 house.
- 14 c. **STONE** and his coconspirators created, and caused to be created,
15 fictitious documents, including bank statements, pay stubs and verifications of rent and mortgage,
16 which were included in loan packages that were submitted to financial institutions.
- 17 d. **STONE** and his coconspirators profited from the fraudulent mortgage
18 loan transactions by taking proceeds of the loans for themselves. Among other ways, conspirators
19 arranged for multiple fraudulent purchases of the same property in a short period of time to inflate the
20 purchase price.

21 Overt Acts

22 4. In order to achieve the objectives of the conspiracy, at least one member of the
23 conspiracy committed and attempted to commit overt acts, including but not limited to the following:

24 The Property at 4054 Syracuse Dr., Las Vegas, NV

- 25 a. A coconspirator recruited Margaret Stone to be a strawbuyer for a house
26 at 4054 Syracuse Dr., Las Vegas, NV.

1 b. Coconspirators created a materially false and fraudulent loan application
2 for Margaret Stone's purchase of the house.

3 c. Coconspirators created and caused to be created materially false
4 and fraudulent documents, including bank statements, pay stubs and verifications of rent and
5 mortgage, which were included in loan packages that were submitted to financial institutions.

6 d. In or around March 2004, coconspirators submitted and caused to be
7 submitted the loan application and false supporting documents, to First Franklin Financial, a federally-
8 insured financial institution.

9 The Property at 7639 Rafter Ct., Las Vegas, NV

10 e. A coconspirator recruited Kenneth Price to be a strawbuyer for a house
11 at 7639 Rafter Ct., Las Vegas, NV.

12 f. Coconspirators created a materially false and fraudulent loan application
13 for Price's purchase of the house.

14 g. Coconspirators created and caused to be created materially false
15 and fraudulent documents, including bank statements, pay stubs and verifications of rent and
16 mortgage, which were included in loan packages that were submitted to financial institutions.

17 h. In or around August 2006, coconspirators submitted and caused to be
18 submitted the loan application and false supporting documents, to First Franklin Financial, a federally-
19 insured financial institution.

20 i. **STONE** and his coconspirators caused financial institutions to lose
21 between \$400,000 and \$1,000,000 from the fraudulent transactions at 4054 Syracuse Dr., Las Vegas,
22 NV, and 7639 Rafter Ct., Las Vegas, NV.

23 All in violation of Title 18, United States Code, Section 371.

24 ///

25 ///

26 ///

FORFEITURE ALLEGATION ONE
(Conspiracy to commit Bank Fraud)

1
2
3 1. The allegations of Count One of this Information are hereby realleged and
4 incorporated herein by reference for the purpose of alleging forfeiture pursuant to the provision of
5 Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

6 2. Upon a conviction of the felony offense charged in Count One of this
7 Information,

ROBERT STONE,

8
9 defendant herein, shall forfeit to the United States of America, any property, constituting or derived
10 from, proceeds traceable to violations of Title 18, United States Code, Section 1344, a "specified
11 unlawful activity" as defined in 18 U.S.C. §1956(c)(7)(A) and 1961(1)(B), or a conspiracy to commit
12 such offense up to \$1,000,000.00 in United States Currency.

13 3. If any property being subject to forfeiture pursuant to Title 18, United States
14 Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), as a result of any act
15 or omission of the defendant –

- 16 a. cannot be located upon the exercise of due diligence;
17 b. has been transferred or sold to, or deposited with, a third party;
18 c. has been placed beyond the jurisdiction of the court;
19 d. has been substantially diminished in value; or
20 e. has been commingled with other property that cannot be divided without
21 difficulty;

22 it is the intent of the United States of America to seek forfeiture of any properties of the defendant up
23 to \$1,000,000.00 in United States Currency.

24 All pursuant to Title 18, United States Code, Section 981(a)(1)(C); Title 28, United States
25 Code, Section 2461(c); Title 18, United States Code, Section 1344, a "specified unlawful activity" as
26

Exhibit B

1 defined in Title 18, United States Code, Sections 1956(c)(7)(A) and 1961(1)(B); and Title 21, United
2 States Code, Section 853.

3 **FORFEITURE ALLEGATION TWO**
4 **(Conspiracy to commit Bank Fraud)**

5 1. The allegations of Count One of this Information are hereby realleged and
6 incorporated herein by reference for the purpose of alleging forfeiture pursuant to the provision of
7 Title 18, United States Code, Section 981(a)(1)(C); and Title 28, United States Code, Section 2461(c).

8 2. Upon a conviction of the felony offense charged in Count One of this
9 Information,

10 **ROBERT STONE,**
11 defendant herein, shall forfeit to the United States of America, any property constituting, or derived
12 from, proceeds traceable to violations of Title 18, United States Code, Section 1344, or a conspiracy
13 to commit such offense, up to \$1,000,000.00 in United States Currency.

14 3. If any property being subject to forfeiture pursuant to Title 18, United States
15 Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), as a result of any act
16 or omission of the defendant –

- 17 a. cannot be located upon the exercise of due diligence;
18 b. has been transferred or sold to, or deposited with, a third party;
19 c. has been place beyond the jurisdiction of the court;
20 d. has been substantially diminished in value; or
21 e. has been commingled with other property that cannot be divided without
22 difficulty;

23 it is the intent of the United States of America to seek forfeiture of any properties of the defendant up
24 to \$1,000,000.00 in United States Currency.

25 ...

26 ...

1 All pursuant to Title 18, United States Code, Section 981(a)(1)(C); Title 28, United States
2 Code, Section 2461(c); Title 18, United States Code, Section 1344; and Title 21, United States Code,
3 Section 853.

4 **FORFEITURE ALLEGATION THREE**
5 (Conspiracy to commit Bank Fraud)

6 1. The allegations of Count One of this Information are hereby realleged and
7 incorporated herein by reference for the purpose of alleging forfeiture pursuant to the provision of
8 Title 18, United States Code, Section 982(a)(2).

9 2. Upon a conviction of the felony offense charged in Count One of this
10 Information,

11 **ROBERT STONE,**
12 defendant herein, shall forfeit to the United States of America, any property constituting, or derived
13 from, proceeds obtained directly or indirectly, as the result of violations of, or a conspiracy to violate
14 Title 18, United States Code, Section 1344, up to \$1,000,000.00 in United States Currency.

15 3. If any property being subject to forfeiture pursuant to Title 18, United States
16 Code, Section 982(a)(2), as a result of any act or omission of the defendant –

- 17 a. cannot be located upon the exercise of due diligence;
18 b. has been transferred or sold to, or deposited with, a third party;
19 c. has been place beyond the jurisdiction of the court;
20 d. has been substantially diminished in value; or
21 e. has been commingled with other property that cannot be divided without
22 difficulty;

23 it is the intent of the United States of America to seek forfeiture of any properties of the defendant up
24 to \$1,000,000.00 in United States Currency.

25 All pursuant to Title 18, United States Code, Section 982(a)(2); Title 18, United States Code,
26 Section 1344; and Title 21, United States Code, Section 853.

1 **DATED:** this 4th day of June 2009.

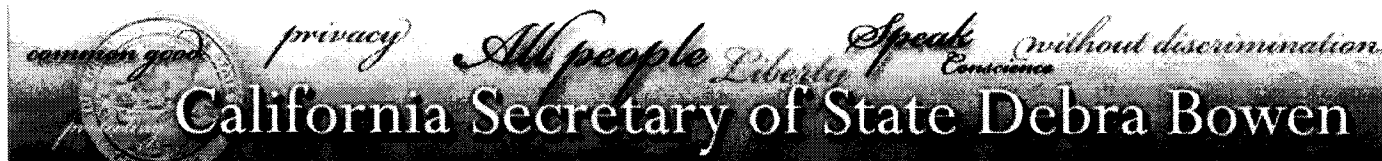
2
3 **GREGORY A. BROWER**
4 United States Attorney

5 

6 **JEFFREY T. TAO**
7 Assistant United States Attorney

10/7/13

Business Search - Business Entities - Business Programs

[Secretary of State](#)[Administration](#)[Elections](#)[Business Programs](#)[Political Reform](#)[Archives](#)[Registries](#)**Business Entities (BE)****Online Services**

- E-File Statements of Information for Corporations
- Business Search
- Processing Times
- Disclosure Search

Main Page**Service Options****Name Availability****Forms, Samples & Fees****Statements of Information**
(annual/biennial reports)**Filing Tips****Information Requests**
(certificates, copies & status reports)**Service of Process****FAQs****Contact Information****Resources**

- Business Resources
- Tax Information
- Starting A Business

Customer Alerts

- Business Identity Theft
- Misleading Business Solicitations

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, October 4, 2013. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	CBSK FINANCIAL GROUP, INC.
Entity Number:	C1737791
Date Filed:	01/21/1994
Status:	SUSPENDED
Jurisdiction:	CALIFORNIA
Entity Address:	17991 COWAN
Entity City, State, Zip:	IRVINE CA 92614
Agent for Service of Process:	** RESIGNED ON 08/16/2007
Agent Address:	*
Agent City, State, Zip:	*

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

[Modify Search](#) [New Search](#) [Printer Friendly](#) [Back to Search Results](#)

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Exhibit C

1 PRESTON DUFAUCHARD
2 CALIFORNIA CORPORATIONS COMMISSIONER
3 ALAN S. WEINGER (CA BAR NO. 86717)
4 SUPERVISING COUNSEL
320 WEST 4th Street, Ste. 750
LOS ANGELES, CALIFORNIA 90013-1105

5 Attorneys for Complainant

6 BEFORE THE DEPARTMENT OF CORPORATIONS
7 OF THE STATE OF CALIFORNIA

8
9 In the Matter of the Accusation of THE) File No. 413 0306
10 COMMISSIONER OF CORPORATIONS OF)
THE STATE OF CALIFORNIA,)

11 Complainant,)

12 vs.)

13 AMERICAN HOME LOANS (CBSK)
14 FINANCIAL GROUP, INC., DBA),)

15 Respondent.)
16

17
18 ORDER TO DISCONTINUE RESIDENTIAL MORTGAGE LENDING
19 AND/OR SERVICING ACTIVITIES PURSUANT TO
SECTION 50319, CALIFORNIA FINANCIAL CODE

20 TO: AMERICAN HOME LOANS
21 (CBSK FINANCIAL GROUP, INC., DBA)
22 17991 COWAN
IRVINE, CA 92614

23 THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA
24 FINDS THAT:

25
26 AMERICAN HOME LOANS (CBSK FINANCIAL GROUP, INC., DBA) has failed to
27 comply with the bonding requirements of the California Residential Mortgage Lending Act
28 (California Financial Code Section 50000 et seq.) in that effective October 7, 2007 Bond No.
LPM8509492 issued by FIDELITY AND DEPOSIT COMPANY OF MARYLAND in favor of

Exhibit D

1 CBSK FINANCIAL GROUP, INC., DBA AMERICAN HOME LOANS expired and no
2 replacement bond has been obtained.

3
4 Based on the foregoing, Respondent is conducting residential mortgage lending
5 and/or servicing business in violation of Section 50205 of the Financial Code and is conducting
6 business in such an unsafe and injurious manner as to render further operations hazardous to the
7 public or to customers.

8 NOW, BASED ON THE FOREGOING, AND GOOD CAUSE APPEARING
9 THEREFORE, it is hereby ORDERED, under the provisions of Section 50319 of the California
10 Financial Code, AMERICAN HOME LOANS (CBSK FINANCIAL GROUP, INC., DBA)
11 immediately discontinue the disbursement, in whole or in part, of trust funds held by the licensee
12 and establish a separate trust account for all subsequent trust funds received by the licensee.
13

14
15 THIS ORDER is to remain in full force and effect until further order of the Commissioner.

16 Section 50319 of the Financial Code provides as follows:

17 (a) If the commissioner, as a result of any examination or from any report
18 made to him or her, shall find that any person subject to this division is in an
19 insolvent condition, is conducting business in an unsafe or injurious manner that
20 renders further operations hazardous to the public or to customers, has failed to
21 comply with the provision of Section 50317, has permitted its tangible net worth to
22 be lower than the minimum required by law, or has failed to comply with the
23 bonding requirements of Section 50205, the commissioner may, by an order
24 addressed to and served by registered or certified mail, or by personal service on that
25 person, and on any other person having in his or her possession or control any trust
26 funds or other property deposited in escrow with that person, direct discontinuance
27 of the disbursement, in whole or in part, of trust funds held by the licensee and order
28 the establishment of a separate trust account for all subsequent trust funds received
by the licensee. No person having in his or her possession any of these funds or
documents shall be liable for failure to comply with the order unless he or she has
received written notice of the order. Subject to subdivision (b), the order shall
remain in effect until set aside by the commissioner, or the person has been adjudged
bankrupt.

(b) Within 15 days from the date of an order pursuant to subdivision (a), the
person may request a hearing under the Administrative Procedure Act (Chapter 5
(commencing with Section 11500) of Part 2 of Division 3 of Title 2 of the
Government Code). Upon receiving a request, the matter shall be set for hearing to
commence within 30 days after the receipt unless the person subject to this division
consents to a later date. If no hearing is requested within 15 days after the mailing or

1 service of the notice and none is ordered by the commissioner, the failure to request
2 a hearing shall constitute a waiver of the right to a hearing. Neither the request for a
3 hearing nor the hearing itself shall stay the order issued by the commissioner under
subdivision (a).

4 DATED: October 9, 2007
5 Los Angeles, California

6 Preston DuFauchard
7 California Corporations Commissioner

8
9 By _____
10 DiAun M. Burns
11 Special Administrator
12 California Residential Mortgage Lending Act
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Exhibit D

1 PRESTON DUFAUCHARD
2 CALIFORNIA CORPORATIONS COMMISSIONER
3 WAYNE STRUMPFER
4 DEPUTY COMMISSIONER
5 ALAN S. WEINGER (CA BAR NO. 86717)
6 SUPERVISING ATTORNEY
7 320 WEST 4th STREET, SUITE 750
8 LOS ANGELES, CALIFORNIA 90013-1105

9 Attorneys for Complainant

10 BEFORE THE DEPARTMENT OF CORPORATIONS
11 OF THE STATE OF CALIFORNIA
12

13 In the Matter of the Accusation of) File No. 4130306
14)
15 THE CALIFORNIA CORPORATIONS)
16 COMMISSIONER,)
17)
18 Complainant,)
19)
20 vs.)
21)
22)
23)
24 AMERICAN HOME LOANS (CBSK)
25 FINANCIAL GROUP, INC., DBA),)
26 Respondent)
27
28

ORDER SUMMARILY REVOKING
RESIDENTIAL MORTGAGE LENDER AND/OR SERVICER LICENSE

THE CALIFORNIA CORPORATIONS COMMISSIONER FINDS THAT:

GOOD CAUSE APPEARING, the license issued AMERICAN HOME LOANS (CBSK
FINANCIAL GROUP, INC., DBA) is hereby revoked for failure to comply with Section 50401 of
the California Residential Mortgage Lending Act which requires the payment of an assessment to the
Commissioner.

Exhibit E

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Dated: November 5, 2007
Effective: December 6, 2007
Los Angeles, California

PRESTON DUFAUCHARD
CALIFORNIA CORPORATIONS COMMISSIONER

By _____
DIAUN M. BURNS
Special Administrator
California Residential Mortgage Lending Act

Exhibit E

20060803-0003777

Fee: \$38.00
N/C Fee: \$0.00

08/03/2006 13:17:17
T20060135797

Requestor:
CHICAGO TITLE

Frances Deane RMS
Clark County Recorder Pgs: 26

Apn No: 178-17-811-009

76

15

Title On Document:

DEED OF TRUST

Recording Requested by:

CHICAGO TITLE

Return to: CBSK FINANCIAL GROUP, INC., DBA AMERICAN HOME LOANS
17991 COWAN
IRVINE, CALIFORNIA 92614
LOAN NUMBER: 9745878

This page added to provided additional information required by NRS 111.312 Sections 1-2
(Additional recording fee applies)

This cover page must be typed or printed clearly in black ink only

Exhibit F

Assessor's Parcel Number: 178-17-811-009

Recording Requested By:

CBSK FINANCIAL GROUP, INC., DBA AMERICAN HOME LOANS

And When Recorded Return To:

CBSK FINANCIAL GROUP, INC., DBA AMERICAN HOME LOANS
17991 COWAN
IRVINE, CALIFORNIA 92614
Loan Number: 9745878

Mail Tax Statements To:

ANTONIETA TOVAR-GUZMAN, 1853 INDIAN BEND DRIVE, HENDERSON,
NEVADA 89074
ESCROW NO.: 13158
ORDER NO.: 06100938

(Space Above This Line For Recording Date)

DEED OF TRUST

MIN: 1001446-0009745878-2

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JULY 24, 2006, together with all Riders to this document.

(B) "Borrower" is ANTONIETA TOVAR-GUZMAN, A SINGLE WOMAN

Borrower is the trustor under this Security Instrument.

(C) "Lender" is CBSK FINANCIAL GROUP, INC., DBA AMERICAN HOME LOANS

Lender is a CALIFORNIA CORPORATION organized and existing under the laws of CALIFORNIA

Lender's address is 17991 COWAN, IRVINE, CALIFORNIA 92614

(D) "Trustee" is CHICAGO TITLE
3980 HOWARD HUGHES PARKWAY, 100, LAS VEGAS, NEVADA 89169

Exhibit F

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated JULY 24, 2006. The Note states that Borrower owes Lender SIX HUNDRED EIGHTY THOUSAND AND 00/100 Dollars (U.S. \$ 680,000.00) plus interest.

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1, 2036.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> Other(s) [specify] |
- INTEREST ONLY RIDER, PREPAYMENT RIDER
TO SECURITY INST

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional

or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of CLARK :
[Type of Recording Jurisdiction] (Name of Recording Jurisdiction)

LINE NINE (9) IN BLOCK 'A' OF LEGACY HIGHLANDS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 48 OF PLATS, PAGE 18, AND AMENDED BY THAT CERTIFICATE OF AMENDMENT RECORDED JANUARY 13, 1995 IN BOOK 950113 AS DOCUMENT NO. 00986, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.
A.P.N.: 178-17-811-009

which currently has the address of 1853 INDIAN BEND DRIVE
[Street]

HENDERSON, Nevada 89074 ("Property Address"):
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges

and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in

writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the amount secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts